Platform Contract

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Platform Contact

1. Who we are and how to contact us

We are AP Tutoring Limited trading as Sunbeam Education, a limited company (registration number 14617626). We operate online throughout the UK. For information on the best way to contact us, see *https://sunbeameducation.com/contact/*.

2. When these terms apply

These terms apply to tutors on our website, https://sunbeameducation.com, our online platform (the Sunbeam Education platform). For previous versions of these terms (and the policies referred to in them) as well as the dates they applied, see [LINK (https://sunbeameducation.com/platform-contracts-changelog/)].

Terms which appear in **bold** have specific meanings which you can. For a full list of such terms, see 15 (Defined terms).

These terms cover the following matters:

Becoming a tutor on the Sunbeam Education platform

- How to apply and our agreement with you (https://sunbeameducation.com/platform-contract#apply)
- The policies which form part of these terms (https://sunbeameducation.com/platform-contract#policiespartofterms)
- Your warranties about the information you give (https://sunbeameducation.com/platform-contract#warrantiesaboutinfoyougive)
- Our rights to verify the information you give us and your compliance with these terms (https://sunbeameducation.com/platform-contract#our-rights-to-verify-info-you-give)
- Our communications with each other (https://sunbeameducation.com/platform-contract#our-communications-with-each-other)
- Your communications with customers
- Your use of our systems
- Creating your tutor profile and listing services on the Sunbeam Education Platform
- Pricing your services (including VAT)
- How we suggest tutors
- What happens when we invite you to join marketplace promotions
- We use other sales channels and affiliates to market your services
- Platform availability

Dealing with customer bookings, refunds and complaints

- What we do when a customer books a session with you
- What you must do when we tell you about a booking
- Dealing with customer questions about bookings

- Dealing with customer cancellations
- How you must handle customer complaints
- How customer reviews are collected and displayed
- Access to and use of data generated through use of the Sunbeam Education platform

Fees and commission on your service sales

- What we pay you for services sold on the Sunbeam Education platform
- When we pay you
- When you must pay our invoices
- Interest on late payments
- How customers are refunded
- Our and your rights of set-off
- Bookings from outside Great Britain

Using each other’s branding and other intellectual property rights

- Your use of our branding
- Our use of your branding and other intellectual property rights

Suspension of listings, ending this agreement and disputes

- When we’ll suspend your listings or end this agreement
- How to complain if you’re not happy with our services including any decisions we’ve taken
- You or we can request mediation of disputes
- How you can end this agreement
- Your obligations after this agreement ends
- Our obligations after this agreement ends

Limitations of liability and platform availability

- Meaning of liability in these terms
- Liabilities neither you nor we limit or exclude
- Types of loss you and we exclude liability for
- Caps on your and our liability to each other
- Deadline for us to make claims against each other

Claims and actions against us in connection with you or your services

- Dealing with claims against us
- Compensation for claims against us

Insurance

- You must have professional and public liability insurance

Compliance with the law and our mandatory policies

- You must comply with the law and our mandatory policies

Data protection obligations

- Your data protection obligations.

Changes to these terms and our policies

- How we make changes to these terms
- What you can do if you're unhappy about changes we've made

Other important terms

- Governing law and jurisdiction
- Impact of events beyond your or our reasonable control (force majeure)
- We can transfer our rights and obligations under this agreement
- What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)
- How we and you must protect each other's confidential information
- Neither we nor you are bound by anything said but not included in this agreement
- Informal changes to this agreement aren't valid
- You and we can only waive our rights under this agreement in writing
- Invalidity of part of this agreement doesn't affect the rest of it
- Only you and we have rights under this agreement

Defined terms

- Terms in bold have the following meanings

3. Becoming a tutor on the Sunbeam Education Platform

How to apply and our agreement with you

You can apply to become a tutor on our online platform here (https://app.sunbeameducation.com/register/tutor). During the application process:

- Insofar as you have access to our systems you agree to comply with all relevant restrictions in your use of our systems.
- The provisions in 14 (Other important terms) shall apply to any disputes concerning your application.
- You must be at least 18 years old to use the platform.
- If a students, tutors or individual accessing or using the platform of any of the services is under the age of 18, these terms must be accepted on behalf of person by the person's parent or legal guardian. The parent or legal guardian agrees that they have legal authority to accept these terms on behalf of the person, and warrants and agrees:
- that there are no consent or court orders in place preventing them from making decisions on behalf of the person;
- they have read, understood, and agree to these terms, and informed the person of the contents of these terms and about the platform; and
- they have read our privacy policy, available at https://sunbeameducation.com/privacy-policy/

An agreement between you and us governed by all of these terms will come into force when we accept your application.

The policies which form part of these terms

The policies set out below, which you and we must comply with, form part of these terms and our agreement with you. See 13 (Changes to our terms and policies) for how and when we tell you about changes and how you can end this agreement if you're not happy with a change. The policies are:

- **Acceptable use policy.** This sets out what you can and can't do when creating your profile and listings and when responding to customer reviews.
- **Privacy policy.** This sets out what personal data we collect and how we use it.
- **Prohibited services policy.** This lists the type of services you can't offer on the Sunbeam Education platform.
- **Refunds policy.** This is the information for customers about how refunds are dealt with, which you must comply with.
- **Customer care policy.** This sets out how you must deal with customer complaints and questions.
- **Commission and fees policy.** This sets out what fees we charge you, how we calculate our commission, and how much you will be paid for each booking. See also 5 (Fees and commission on your service sales).
- **Tutor complaints policy.** This sets out the procedure we follow when dealing with your complaints about the Sunbeam Education platform.

Your warranties about the information you give

You represent. warrant and agree that:

- You are, and will remain, established in United Kingdom (England, Wales or Scotland but not Northern Ireland).
- The information you provide to us in connection with your application to become a tutor on the Sunbeam Education platform is complete and accurate and you'll promptly notify us of any changes to it and keep the tutor profile you create on our tutor interface up to date.
- Any documents you submit to us to support your application or in response to any request from us at any time are either genuine documents or true copies of genuine documents.
- There are no legal restrictions preventing you from entering into this agreement.
- We only make available the platform and we are not a party to any agreement entered into between you and your customers, and we have no control over the conduct of your customers and any other users of the platform.
- You are solely responsible for determining which customers to accept, the type, the timing, manner and means, methods or processes of providing your services, the price you charge for the services. You are not our employee and are not entitled to any employment benefits. We do not supervise, direct, or control any of the services you offer. We do not set your work hours, your schedule or your location. We do not provide you with training, equipment or tools or any materials to provide your services.
- You are appropriately qualified and have any required skills, knowledge, training and experience to provide the services listed on the Sunbeam Education platform.

- You hold and will maintain all licences, permits and professional qualifications required by law or any relevant professional body to provide your services.
- You will promptly notify us if any of your qualifications, licences or permits expire, are revoked or are otherwise no longer valid.

Our rights to verify the information you give us and your compliance with these terms

We may at our option at any time require you to promptly provide us with reasonable evidence that any information you've given us is true and up to date and that such information and your behaviour is in compliance with these terms. Such information includes (but is not limited to) information in connection with your application to become a tutor on the Sunbeam Education platform, in your tutor profile and in the listings for your services. We can suspend or restrict individual listings until you've supplied this evidence and end this agreement if you don't comply with this requirement. See 7 (Suspension of listings, ending of this agreement and disputes).

You permit and instruct us to collect information about you and in connection with your performance of this agreement (including without limitation the services you list on the Sunbeam Education platform) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

Our communications with each other

When we accept your application to become a tutor we'll give you access to our tutor interface. We'll generally use our tutor interface to tell you about customer bookings, questions, cancellations and complaints and also other things about our service, such as changes to these terms and our policies. We may also contact you via telephone, email or other methods.

You should use our tutor interface to get in touch with us wherever possible, but we may also give you other ways of contacting us.

Your communications with customers

You must always use the tutor interface to communicate with customers who have booked with you through the Sunbeam Education platform or enquired about your services through the Sunbeam Education platform. Where this is not possible (for example, where a customer, having booked through the Sunbeam Education platform finds and calls you directly), you should enter accurate details of any communications with customers on the tutor interface. This helps us to keep a full record of all communications in relation to any transaction, in case there are any disputes.

If a customer contacts you about your services through the Sunbeam Education platform you mustn't in any way ask or encourage the customer to book those services (or repeat bookings for those or similar services) either directly from you or from another source.

You must not directly or indirectly, for the term of the agreement;

- solicit or encourage any student or customer to use your services outside of the Sunbeam Education platform;
- solicit or encourage any tutor registered on the Sunbeam Education platform to leave the platform or provide services in competition with it; and

- use any data or information obtained through your use of the Sunbeam Education platform to solicit or approach any student, customer or tutor.

You acknowledge that the terms of this clause are reasonable given the nature of our business and platform, and is necessary to protect our legitimate business interests and do not unreasonably restrict your right to carry on your profession or trade. You acknowledge that we may seek legal remedies (including equitable remedies) for a breach of this clause.

Your use of our systems

You may only use our tutor interface and the other computer systems that support, operate and comprise the Sunbeam Education platform (**our systems**) for listing and selling your services and communicating with us and your customers as envisaged in these terms.

You agree to use all reasonable security practices to prevent unauthorised access or damage to **our systems**. These practices include but are not limited to:

- Making sure any devices you use to access **our systems** have up to date anti-virus protection and not introducing any viruses into **our systems**.
- Ensuring that your log-in details and passwords for **our systems**.
- Are only used by your employees and subcontractors approved by us (as set out in What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)), who in each case are required to comply with the rules set out in your use of our systems.
- Are not shared between users.
- Are changed no less frequently than every 6 months, or as prompted by out systems (whichever occurs soonest).
- Telling us immediately if you think that log-in details or passwords are being or may be used in an unauthorised way or that the security of **our systems** has been compromised in any other way.

Except as permitted by any applicable law which you and we can’t agree to exclude, you mustn’t:

- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of **our systems** in any form or media or by any means.
- Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of **our systems**.
- Access all or any part of **our systems** to build a product or service which competes with them.
- Use **our systems** to provide services to third parties or allow or assist third parties to access **our systems**.
- Create multiple accounts to evade punishment or avoid restrictions.

Creating your tutor profile and listing services on the Sunbeam Education platform

You must create a tutor profile on the Sunbeam Education platform. Once you’ve done this you can create listings to sell your services on the Sunbeam Education platform through our tutor interface. You represent and warrant that you’ll:

- Only create listings for services of the types approved by us in writing and that do not violate our prohibited services policy.
- Deliver the services with all due care and skill.
- Include in your listings, or where appropriate your tutor profile, all the information about you and your services and how you'll deliver the services that is needed to comply with consumer protection law. You're responsible for making sure you comply with the law.

See also our rights to verify the information you give us and your compliance with these terms.

You must ensure that your tutor profile and the listings for your services:

- Comply with our acceptable use policy https://sunbeameducation.com/acceptable-use-policy, which bans things such as obscenity and defamation.
- Only feature high quality images and descriptions, which you have all the necessary intellectual property and other rights to use in this way on the Sunbeam Education platform and to license to us as set out in Our use of your branding and other intellectual property rights.
- Are in the English language and be clear and comprehensible.
- Don't include anything which would encourage or allow customers to contact you other than through the tutor interface, such as email or social media contact details, website addresses or other links. We reserve the right to remove such information.
- Don't use any search engine optimisation techniques which breach search engines' guidelines or involve deception, including but not limited to keyword stuffing.

Pricing your services (including VAT)

By offering your services via the Sunbeam Education platform, you authorise Sunbeam to display and process bookings for your services at the prices shown on our pricing page (https://sunbeameducation.com/prices).

The prices shown to customers are the prices at which you offer your tutoring services through the platform and are inclusive of any VAT or other taxes that you are required to charge.

How we suggest tutors

We suggest tutors and service listings to customers according to their preferences, requirements, geographical location, you specialisation and your availability.

Updating your availability

You are responsible for ensuring that your availability, as synced with our systems, is always up-to-date and accurate. We suggest integrating your calendar. You are responsible for the delivery of your services and for doing so at a timely manner.

What happens when we invite you to join marketplace promotions

We may invite you to participate in promotions on the Sunbeam Education platform, for example, by offering discounts or waive the travel fee. The terms of such promotions will be available through the tutor interface and by submitting any of your services for such a promotion you agree to the relevant terms.

We use other sales channels and affiliates to market your services

You consent to us using additional channels and affiliate programmes to market your services, as offered on our site. This may include advertising your expertise, listings and profile, including your profile picture and personal data. To learn more about the kind of personal data that we share, see our privacy policy *https://sunbeameducation.com/privacy-policy*.

Where you are a tutor, you agree to:

- Comply with all obligations under the Data Protection Act 2018 and all other data protection laws applicable to the processing of customer personal data.
- Only process customer personal data that you receive through the platform exclusively for the purpose(s) for which you received the personal data under and/or in connection with these terms; and
- Delete all customer personal data you receive in connection with the platform and/or these terms immediately after the respective purpose(s) has/have been fulfilled, except to the extent you are legally required to retain the personal data.

Subject to clause 8 but despite anything to the contrary, to the maximum extent permitted by law, you (as a tutor) are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with your breach of this clause or any applicable data protection laws.

Platform availability

We aim to make the tutor interface available to you and the Sunbeam Education platform available to customers on a 24/7 basis. We reserve the right to take some or all of **our systems** offline as reasonably required for routine and emergency maintenance or repairs. We'll give you as much notice of such downtime as is reasonably possible. All communications using the internet may be affected by events outside our reasonable control (see Impact of events beyond your or our reasonable control (force majeure)).

4. Dealing with customer bookings, refunds and complaints

What we do when a customer books

Customers bookings services from the Sunbeam Education platform must click to accept our standard terms of service https://sunbeameducation.com/terms-of-service, which are linked to from the checkout page.

When a customer books one of your services via the Sunbeam Education platform, we, acting as your agent in your name and on your behalf, may:

- Send the customer a booking acknowledgement email in our standard format.
- Promptly inform you of the customer booking via the tutor interface.
- Unless you tell us within 24 hours that you can't deliver the services within, send the customer a booking acceptance email in our standard format and so form a direct contract for you to supply your services to the customer on our standard Tutoring Services Contract Terms (https://sunbeameducation.com/tutoring-services-contract-terms). Parts of the contract are between you and the customer, and we act as enablers for the purposes of providing you with our platform.
- If you tell us that you can't fulfil a booking, send the customer a booking rejection email in our standard format.

- Take payment for customer bookings for your services immediately or within 72 hours of when the booked session is to take place.

Our booking acceptance email will serve as the customer's supply **VAT** receipt issued in your name and on your behalf. Our email will include all the information about the booked service as well as separately showing the UK supply VAT collected as part of the booking. You're responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any customer VAT receipt issued in your name.

Where a customer is UK VAT registered, we will, where required by applicable law, provide you with the customer's UK VAT registration number and details of the relevant supply.

What you must do when we tell you about a booking

When we tell you about a booking you must:

- Using the tutor interface, tell us as soon as possible, and in any event within 24 hours, if you won't be able to deliver the booked session.
- In all other cases, deliver the service to the customer in a timely manner. You must let us know via the tutor interface when you've delivered each tutoring session.
- Comply in full with our standard Tutoring Services Contract Terms *https://sunbeameducation.com/tutoring-services-contract-terms*.

Dealing with customer questions about bookings

You must deal promptly and professionally with any customer questions about bookings using the tutor interface. You must liaise with us if the question relates to any part of the process we're involved in. You and we will co-operate with each other in trying to resolve any such questions. All your interactions with customers must comply with the customer care policy *https://sunbeameducation.com/customer-care-policy*. See also How you must handle customer complaints.

Dealing with customer cancellations

We'll tell you if a consumer cancels a booking. When we do so, or when a consumer contacts you directly to cancel a booking, you must comply with the refunds policy. You must promptly tell us of any refunds due to customers who have cancelled and these will be dealt with as described in How customers are refunded.

How you must handle customer complaints

We'll tell you if a customer complains to us about you or one of your services, including any complaints that services have not been delivered, and provide you with all relevant details about the complaint.

You must deal with complaints we tell you about, and any complaints you receive directly from customers, in a way that complies with consumer law. You must also comply with our customer care policy *https://sunbeameducation.com/customer-care-policy* when dealing with customer complaints.

You'll engage in mediation to resolve any dispute with customers as set out in our standard Terms of Service.

You must keep detailed records of how you've dealt with customer complaints and share them with us if requested.

If, in relation to any dispute with a customer, you don’t engage in dispute resolution, as required by these terms and in good faith, then we may refund and/or compensate the customer on your behalf. We can also do this if you don’t abide by any commitment you’ve made during dispute resolution, any settlement reached through mediation or any ruling made by a court or other competent authority. Refunds will be handled as set out in How customers are refunded. You must reimburse us for payments made in compensation, see When you must pay our invoices.

See also 9 (Claims and actions against us in connection with you or your services).

How customer reviews are collected and displayed

We and you agree to use our best efforts to make sure that customer reviews on the Sunbeam Education platform are from customers who have bought services and tried them and who are not connected with the relevant tutor or in any way encouraged or incentivised to post a favourable review.

We use the tutor interface to invite customers to whom your services have been delivered to review your services.

Apart from an initial invitation to review your services submitted through the tutor interface and up to 3 reminders, you mustn’t directly or indirectly contact customers (whether through the tutor interface or using any other contact details you have for customers) either to encourage them to submit any review or a favourable review or to change or withdraw a review. You must not encourage customers to submit reviews of services they have purchased on the Sunbeam Education platform anywhere other than on the Sunbeam Education platform.

Access to and use of data generated through use of the Sunbeam Education platform

Your own and your customers’ use of the Sunbeam Education platform will generate data (including **personal data**), about tutoring sessions, customer queries, ratings and reviews for your services and other matters. We process your customer’s personal data, and you, as a tutor, process customer personal data (for example, the customer’s name and email address), as separate and independent controllers. This means both we and you are responsible for the personal data of customers that we each process. Our privacy policy sets out the extent to which and under what conditions we’ll access this data ourselves (including the data categories) and give you access to this data and how we’ll do this. Further information about how we process personal data relating to tutors is set out in our privacy policy https://sunbeameducation.com/privacy-policy. This also describes your data protection rights including rights to object to certain types of processing activity.

We share data generated through your own and our other tutors’ use of the Sunbeam Education platform with all the tutors using the Sunbeam Education platform and third parties. What data we share in this way and how we do this is set out in our privacy policy.

5. Fees and commission on your tutoring services

What we pay you for services sold on the Sunbeam Education platform

We’ll pay you the sums received by us from customers for your delivered services less:

- Our commission and any **VAT** applicable to it.

- Any fees (and any **VAT** applicable to them) or other sums we've invoiced you for and which are unpaid at the time we pay you, whether or not the due date for payment has arrived.
- Any sums owed to us in connection with any **third party claim** under Compensation for claims against us which are unpaid at the time we pay you.

We charge customers in pounds sterling and account to you in pounds sterling.

Our commission is set out in on our Commission and fees policy, accessible here (https://sunbeameducation.com/prices).

You must account to HMRC for any **VAT** due on UK sales of your services on the Sunbeam Education platform and fully comply with your tax obligations in connection with the use of our services and the offer and sale of your services on the Sunbeam Education platform including the collection, reporting, filing and payment of any and all applicable taxes (such as VAT) and other governmental assessments.

If you are a Tutor, you appoint us as your limited payment collection agent solely for the purpose of accepting the listing fees from the relevant students. You agree that we will not be required to pay you any amount until we have received the listing fees from the relevant students, and that we may grant refunds to students in accordance with these terms.

When we pay you

Within 15 days of the end of each month we'll send you a statement of the sums due to you and how they have been calculated and credit such sums to the bank account you've notified to us via the tutor interface.

When you must pay our invoices

You must pay any invoices we submit to you within 30 days of receipt.

Interest on late payments

If either of us fails to make a payment due to the other under these terms by the due date, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

How customers are refunded

If you instruct us to refund a customer on your behalf, we'll do so provided we can deduct such sums from money due from us to you.

If you are a tutor and the student has rights to cancel a confirmed booking/purchase during the relevant cooling off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you agree to facilitate the cancellation and any refund in accordance with those regulations.

We are not obliged to refund more than the sums collected from the customer at checkout. If we can't deduct such sums from money due from us to you, we may either require you to refund customers directly or choose to refund customers ourselves and you must pay us the sums we refund in this way. See When you must pay our invoices.

We don’t charge you commission on sums paid by customers and refunded to them.

Our and your rights of set-off

Save as expressly provided in these terms (see What we pay you for services sold on the Sunbeam Education platform and How customers are refunded), you and we shall each pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Bookings from outside Great Britain

The Sunbeam Education platform only displays information to customers in the English language, only accepts payment in pounds sterling and in-person sessions are only delivered within United Kingdom, and we make this clear to customers. Despite our taking these steps, customers from outside United Kingdom may succeed in booking your services from the Sunbeam Education platform. Customers from outside United Kingdom may have rights under their local laws which apply as well as or instead of their rights under English, Welsh and Scottish law and our standard terms for consumers. If you don’t wish to accept such bookings, it is your responsibility to reject them as indicated in What you must do when we tell you about a booking.

6. Using each other’s branding and other intellectual property rights

Your use of our branding

You may publicise your listings on the Sunbeam Education platform outside the Sunbeam Education platform, for example, on social media. In doing so you must take care not to in any way suggest that you or your listings are endorsed, controlled or created by the Sunbeam Education platform. You can share the URLs for your listings and tutor pages and state that your services can be bought on the Sunbeam Education platform. However, you can’t use the Sunbeam Education platform stylised name or logos either on their own or in combination with another word or use the Sunbeam Education platform name in your social media profile name or photo. You also can’t create content with the same look or feel as that of the Sunbeam Education platform.

As soon as reasonably possible after this agreement ends, you must remove any content that suggests you sell on the Sunbeam Education platform from any places you control and use your best efforts to remove such content from any places owned by any third parties.

Our use of your branding and other intellectual property rights

You grant us a non-exclusive, worldwide, royalty-free licence to host, reproduce, display and publish any content, data or information (including your profile picture and listings) you provide to us in connection with you and your services (**your materials**) for the purposes of listing and selling your services on the Sunbeam Education platform and through the sales channels and affiliates described in How we use other sales channels and affiliates to market your services and operating, improving and marketing the Sunbeam Education platform in any media.

7. Suspension of listings, ending this agreement and disputes

When we’ll suspend your listings or end this agreement

We can suspend or restrict any individual listing you make on the Sunbeam Education platform if we become aware, or have reason to believe, that what you've told us about yourself or your services, or said about yourself or your services in the listing for it is not true or up to date or that the listing doesn't comply with these terms, including our policies (see The policies which form part of these terms) or is otherwise unlawful.

We can end this agreement and your rights to use the Sunbeam Education platform for any of the following reasons:

- You've not complied with these terms, including the policies referred to in them and your non-compliance is more than trivial or is repeated.
- You've not paid one of our invoices by the due date (see When you must pay our invoices).
- You've become **insolvent** or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under this agreement is at risk.
- We reasonably consider that our continuing to provide services to you could expose the Sunbeam Education platform to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on the Sunbeam Education platform's reputation or the other tutors selling on the Sunbeam Education platform.
- We decide to stop providing the Sunbeam Education platform or to stop selling your type of services on the Sunbeam Education platform.
- We reasonably determine, or receive information or notice from HMRC, that you are not meeting your tax obligations.

We'll give you at least 30 days' notice that we are ending this agreement unless:

- Our legal, tax or regulatory obligations require us to end this agreement without such notice.
- It's imperative for us to end this agreement either immediately or on shorter notice. For example, we may end this agreement with immediate effect if you become **insolvent** or we reasonably suspect you of fraud or of using the Sunbeam Education platform to spam others.
- You've repeatedly broken this agreement.

If we're suspending or restricting an individual listing or ending this agreement, we'll normally give you a written statement of the specific facts or circumstances which led to our decision and which of these terms we consider you've broken. If we're acting in response to a notification from someone else, we'll also share the contents of that notification with you. However, we won't give you such a statement if:

- We're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons.
- We're ending this agreement because you've repeatedly broken it.

We'll send our statement to you via email or another durable medium. Where we're suspending or restricting an individual listing, we'll send the statement before or at the time of the suspension or restriction. If we're ending this agreement, we'll send the statement at the same time that we give notice that we are ending this agreement.

See also Your obligations after this agreement ends and Our obligations after this agreement ends.

How to complain if you're not happy with our services including any decisions we've taken

If you want to complain about our services or the way we've treated you, including because you disagree with us refunding or compensating a customer, restricting or suspending a listing for your services or ending this agreement, please contact us and follow the Tutor Complaints Policy *https://sunbeameducation.com/tutor-complaints-policy*.

You and we agree to try our best to resolve all complaints by following the steps set out in our tutor complaints policy *https://sunbeameducation.com/tutor-complaints-policy*. If we can't resolve your complaint in this way, either of us can request mediation (see You or we can request mediation of disputes). In addition, we are both able to bring legal action at any time (see Governing law and jurisdiction).

You or we can request mediation of disputes

Either you or we can request that any dispute between us be referred to one of our preferred independent mediators, which are the TCM Group (*https://thetcmgroup.com/*). Any such requests should be submitted through the tutor interface. Both you and we must act in good faith when considering any requests for mediation and engaging in any mediation.

We may refuse mediation of a dispute which has previously been mediated if the mediator determined you weren't acting in good faith in that mediation. We may also refuse mediation of any dispute connected to other disputes in which a mediator has repeatedly found in our favour.

We'll bear a reasonable proportion of the total costs of any mediation, taking into account all relevant elements of the dispute, as determined by the mediator.

How you can end this agreement

You may stop using the Sunbeam Education platform at any time. This agreement will end when you've informed us, using the tutor interface, that you no longer wish to use the Sunbeam Education platform and you've removed your service listings.

Your obligations after this agreement ends

After this agreement ends (for whatever reason) you must (unless we tell you otherwise):

- Immediately remove any listings for your services from the Sunbeam Education platform.
- Leave your customer facing tutor profile (excluding listings for your services) live until 60 days after your delivery of the last booking you delivered through the Sunbeam Education platform, to allow customers to contact you about bookings previously submitted. Once this period has expired you must remove your customer facing tutor profile.
- Continue to comply with these terms insofar as they relate to customer bookings received through the Sunbeam Education platform before removal of your service listings. You need only comply with the version of these terms which applied when this agreement ended.

Our obligations after this agreement ends

After this agreement ends (for whatever reason) we:

- May remove all listings for your services from the Sunbeam Education platform, if you've not already done so, and reject any bookings received after this agreement ends.
- May remove your customer facing tutor profile from the Sunbeam Education platform, if you've not already done so, except that we can keep it live until 60 days after your delivery of the last booking you received through the Sunbeam Education platform, to allow customers to contact you about bookings previously delivered.
- Will continue to comply with these terms insofar as they relate to customer bookings received through the Sunbeam Education platform before removal of your service listings, including by paying sums due to you for such bookings. We'll comply with the version of these terms which applied when this agreement ended.
- Will give you access to data (including **personal data**) generated by your use of the Sunbeam Education platform to the extent and for the period set out in our privacy policy.

8. Limitations on liability and platform availability

Meaning of liability in these terms

When we talk about liability in these terms we mean every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Liabilities neither you nor we limit or exclude

Nothing in these terms limits any liability (whether yours or ours) which can't legally be limited, including but not limited to liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Breach of the terms implied by section 13 of the Supply of Goods and Services Act 1982 (services to be performed with reasonable care and skill).

The limitations and exclusions set out in this agreement don't apply in respect of:

- Your liabilities to us under 9 (Claims and actions against us in connection with you or your services).

Types of loss you and we exclude liability for

Except in respect of Liabilities neither you nor we limit or exclude, we won't be liable to you and you'll not be liable to us for any Consequential Loss.

A party's liability for any Liability under this agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the negligent or unlawful acts or omissions of, or breach of this agreement by, the other party.

Caps on your and our liability to each other

Except for liabilities which cannot be legally limited, our total aggregate liability to you for any and all Liability arising from or in connection with this agreement will be limited to:

- [100]% of the fees for any loss arising from the other's failure to comply with the data protection provisions set out in 11 (Data protection obligations); and
- [x]% of the fees for any and all other loss or damage.

9. Claims and actions against us in connection with you or your services

Dealing with claims against us

We'll pass on to you any complaints we receive about you or one of your services as described in How you must handle customer complaints. However, if anyone, including (but not limited to) a customer, any regulator, HMRC, couriers or any third party rights holder, makes a claim or takes any kind of action against us in connection with:

- Your services and their supply through the Sunbeam Education platform.
- Content you've uploaded to or otherwise distributed through **our systems**, including but not limited to your tutor profile, your service listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies.

(a **third party claim**), then you must, at our option and as we request, either help us defend or deal with the **third party claim** or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

Compensation for claims against us

You must pay us an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, or Consequential Losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses (**liabilities**) we incur arising out of or in connection with any third party claim. See When you must pay our invoices.

10. Insurance

You must have professional and public liability insurance

You must maintain professional and public liability insurance covering your services for as long as they are listed on the Sunbeam Education platform and for two years after they stop being listed. Such insurance must provide cover of not less than £1,000,000 per annum and be with a reputable insurer. You must provide a copy of the insurance policies and proof of payment of the current premium to us when we ask for it.

- **11. Compliance with the law and our mandatory policies**

You must comply with the law and our mandatory policies

You must at all times when doing anything in connection with this agreement comply with:

- All applicable laws, statutes, regulations and codes from time to time in force including without limitation the CAP Code.
- Our mandatory policy on internal data protection.

12. Data protection obligations

How we and you treat personal data we share with each other

We'll **process** your personal data in accordance with our privacy policy *https://sunbeameducation.com/privacy-policy*.

13. Changes to these terms

How we make changes to these terms

We'll let you know via email or another durable medium about any changes we're making to these terms (including the policies referred to in them), unless they're just editorial changes which don't alter the terms' content or meaning.

Normally we'll give you at least 15 days' notice before such changes take effect.

We'll give you more notice if a change we're making impacts on the way you do things, either technically or commercially (a **significant change**). For example, you might need more notice if we entirely remove a feature from the Sunbeam Education platform, add a new feature or if you need to materially reprogramme your services to continue using the Sunbeam Education platform.

We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect the Sunbeam Education platform, our tutors or our customers from fraud, malware, spam, data breaches or other cybersecurity risks.

If you list new services on the Sunbeam Education platform after we've told you about any changes (other than a **significant change**), you will be deemed to have agreed to those changes and they will take effect immediately.

What you can do if you're unhappy about changes we've made

If you're unhappy with any changes we tell you about, you can end this agreement. See How you can end this agreement.

14. Other important terms

Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, its subject matter or formation.

Assignment of Debt

You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these terms, to a debt collector, debt collection agency, or other third party.

Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Entire Terms

These terms contains the entire understanding between the parties and the parties agree that no representation or statement has been made to, or relied upon by, either of the parties, except as expressly stipulated in these terms, and these terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

Impact of events beyond your or our reasonable control (force majeure)

Neither you nor we (the affected party) shall be in breach of this agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 weeks, the party not affected may end this agreement by giving 30 days' written notice to the affected party.

We can transfer our rights and obligations under this agreement

We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with (**transfer**) any or all of our rights and obligations under this agreement.

What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)

You need to get our consent before you can **transfer** any of your rights and obligations under this agreement, including by using subcontractors. You can ask us for approval using the tutor interface. We can decide whether to give consent by assessing the person you want to **transfer** to, using the same criteria we use to assess new applicants to the Sunbeam Education platform. If you want to **transfer** all your rights and obligations to someone else, the proposed transferee will need to apply using our application form *https://sunbeameducation.com/contact*.

How we and you must protect each other's confidential information

Neither you nor we (the recipient) shall at any time during the term of this agreement, and for a period of two years after it ends (for whatever reason) disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or tutors of the other (the discloser), except:

- To the recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the recipient's rights or carrying out its obligations under or in connection with this agreement. The recipient shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the discloser's confidential information comply with this clause (How we and you must protect each other's confidential information).
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The recipient shall not use the discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Neither we nor you are bound by anything said but not included in this agreement

This agreement (comprising these terms and the policies referred to in them) constitutes the entire agreement between you and us in relation to our services.

Both you and we acknowledge that in entering into this agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Both you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or based on any statement in this agreement.

Informal changes to this agreement aren't valid

Except for changes made as described in How we make changes to these terms, no variation of this agreement shall be effective unless it is in writing and signed by you and us.

You and we can only waive our rights under this agreement in writing

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Invalidity of part of this agreement doesn't affect the rest of it

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

Only you and we have rights under this agreement

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Neither you nor we require the consent of any other person to rescind or vary this agreement.

15. Defined terms

Terms in bold have the following meanings

appropriate technical and organisational measures

has the meaning set out in **UK data protection law**.

controller

has the meaning set out in **UK data protection law.**

Consequential loss

includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. Both parties acknowledge and agree that your obligation to pay us any fees under these terms will not constitute "Consequential Loss" for the purposes of this definition.

UK data protection law

means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to either you or us relating to the use of **personal data** (https://docs.google.com/document/d/1pScPyrWVqsBAj_BQLHOcPsu4a9PWJVDN/edit#bookmark=id.24ufcor) (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to either you or us.

insolvent

means, in relation to either party that it has taken any step or action in connection with:

- Entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring).
- Applying to court for, or obtaining a moratorium under, Part A1 of the Insolvency Act 1986.
- Being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring).
- Having a receiver appointed to any of its assets.
- Ceasing to carry on business.
- If the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

liabilities

means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these terms or otherwise.

our systems

means our tutor interface and the other computer systems that support, operate and comprise the Sunbeam Education platform.

permitted recipients

means your and our employees and the entities you and we use in connection with this agreement.

significant change

means a change to these terms which impacts on the way you do things, either technically or commercially. Examples of significant changes might be our entirely removing a feature from the Sunbeam Education platform, adding a new feature or a change which means you need to materially reprogramme your services to continue using the Sunbeam Education platform.

third party claim

means a claim or any kind of action against us made by anyone, including (but not limited to) a customer, any regulator. HMRC, couriers or any third party rights holder, in connection with:

- Your services and their supply through the Sunbeam Education platform.
- Content you've uploaded to or otherwise distributed through **our systems**, including but not limited to your tutor profile, your service listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies.

transfer

means assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with

VAT

means value added tax chargeable under the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental thereto or replacing, modifying or consolidating it and including any similar, substitute, or replacement tax on, inter alia, the supply of goods or services in the United Kingdom.

your materials

means any content, data or information (including trade marks and branding) you provide to us in connection with you and your services.

16. Prohibited services policy

You may not list for sale through the Sunbeam Education platform any services which:

- Violate the intellectual property, confidentiality or privacy rights of others.
- Violate any laws, including those governing export control and consumer protection.
- Contain any material that is obscene or pornographic.
- You don't have authority to sell.

17. Refunds policy

You agree to refund, and for us to issue a refund on your behalf, in the event of any of the following:

- You are at least 15 minutes late to a tutoring session.
- The customer requests a refund or cancels at least 24 hours before the booked session is to take place.

Note to AP Tutoring: In our view, the current caps of £500 and £1,000 are too low. We recommend replacing these with a percentage of the Fees paid, market standard is 100% of the Fees paid in the 12 months preceding the claim. Please confirm the percentage you wish to apply.

You can review the previous versions by following this link: Platform Contracts Changelog. (https://sunbeameducation.com/platform-contracts-changelog/)