

TutorBloom Limited Terms and Conditions 2025

1. Definitions

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - a. "Content" means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
 - b. "We/Us/Our" means TutorBloom Limited; and
 - c. "Student" means the individual receiving the Tutoring Services. Where the Student is under 18, the Sponsor is responsible for registration, payment, and compliance with these Terms; and
 - d. "Site" or "Website" means the online platform operated by TutorBloom Limited, including but not limited to www.tutorbloom.com and any associated subdomains, through which the Services are provided; and
 - e. "Tutor" means an independent self-employed contractor authorised to use the Site to provide Tutoring Services. Tutors are not employees, workers, agents or partners of TutorBloom. A Tutor contracts directly with the Client (and/or Sponsor) for the Tutoring Services on the Tutoring Terms.;
 - f. "Sponsor" means the parent or legal guardian (or, where applicable, another adult authorised by the family) who registers the Student's account, enters into the contract for the Tutoring Services, and is responsible for payment and compliance with these Terms where the Student is under 18.

2. International Users

- 2.1 TutorBloom limited is a company registered in the United Kingdom. As a result of this all company policies are outlined to match UK laws and regulations, this includes procedures around general data protection rules (GDPR).

Client Terms

1. These terms and conditions, herein referred to as the "Client Terms" set out the terms and conditions under which TutorBloom Limited, herein referred to as "TutorBloom" or "We" grant to You a licence to use TutorBloom's virtual online platform (available via the Site) which is dedicated to facilitating the sourcing of Tutors by enabling registered Clients to access publicly available Tutors offering Tutoring Services in various subjects (the "Agreement").
2. TutorBloom is the trading name of TutorBloom Limited
3. In providing the Site and the TutorBloom Services, we do not provide the Tutoring Services. To use the Tutoring Services, the Client enters in to a legally binding Contract with the Tutor.

4. The terms of the Tutoring Terms are set out in Article 1. If You make a booking for any Tutoring Services using the Site You are agreeing to the terms of the Tutoring Terms at Article 1. In these Client Terms, references to “You” and “Your” are references to the Client registered on the Site who may benefit from the Tutoring Services offered by Tutors by way of using the TutorBloom Services provided by TutorBloom. When You use the Site and the TutorBloom Services (together, the “Services”), You agree that these Client Terms apply to that use in addition to any other terms and conditions which may apply including the Terms of Service (where applicable) which are incorporated by this reference. You acknowledge that you have read and understand these terms. You also agree that the Tutoring Terms apply to the Tutoring Services from the Tutor.

Your Agreement with TutorBloom Limited

These Client Terms govern the activities of Clients in relation to Your use of the Services. By using the Services, You accept these Client Terms and the Tutoring Terms in full. TutorBloom and/or the Tutor reserves the right to change the terms relating to these Client Terms and/or Tutoring Terms (or any part) at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. Read it carefully and ensure that You understand its effect before proceeding to use the Services. If You disagree with any part of the Client Terms, do not use the Site or the Services. If You are uncertain as to Your rights under these Client Terms or You want any explanation about them please contact us. These Client Terms were last updated on 30 May 2023.

1. Definitions of client terms

- a. “Account” means the secure profile created by You, which holds Your personal information and from which You can log in to access the Services. Account details are stored securely by TutorBloom using third-party service providers (which may include Whatsapp, Zoom or other platforms), in compliance with applicable data protection legislation. As of the date of this publication, there is no facility to log in/register on the website, though this is expected to be implemented in the 2026 calendar year, at which time, these terms will be amended.
- b. “Client” means the registered user of the Site who enters into a Contract with a Tutor for the provision of Tutoring Services. Where the Student is under 18, the Client is the Sponsor and not the Student.
- c. “Contract” means the legally binding agreement between You and a Tutor for the provision of Tutoring Services, formed when a booking is accepted via the Site. Each Contract continues for the duration of the relevant Tutoring Services unless terminated in accordance with these Terms.
- d. “Deemed Start Date” means the earlier of (a) the date on which payment of Tutor Fees is received by TutorBloom, or (b) the date on which the first Tutoring Service under a Contract is delivered, whichever occurs first.
- e. “Free Trial Lesson” means a complimentary introductory session (of up to 45 minutes) provided once per new Student with an available Tutor, for the

purpose of assessing suitability of the Tutoring Services. Free Trial Lessons carry no monetary value, may not be exchanged for future credits, and are subject to availability and TutorBloom's discretion.

- f. "Payments" means the amounts payable by You to TutorBloom for access to and use of the TutorBloom platform and Services, including processing of Tutor Fees and provision of related support services, as set out on the Site.
- g. "Services" means the online platform and related tools provided by TutorBloom, including the Site, Tutor database, communication and scheduling functions, payment processing, and the virtual tutoring space, through which Clients and Tutors can connect and engage in Tutoring Services. TutorBloom does not itself provide Tutoring Services.
- h. "Recordings" means audio and/or video recordings of virtual lessons made via TutorBloom's chosen platform(s). Recordings may be used for educational review by Students and Sponsors, for safeguarding and quality assurance, and to protect Tutors and Clients against false or libellous claims. All Recordings are stored and processed in compliance with applicable data protection legislation. "Tutor" refers to the chooses and interviewed and selected to represent TutorBloom as independent freelance tutors, wishing to use the TutorBloom site and services to do so
- i. "Tutor Fees" means the amounts agreed between the Tutor and the Client (and/or Sponsor) for the provision of Tutoring Services. Tutor Fees are collected by TutorBloom as payment agent on behalf of the Tutor and are transferred to the Tutor in accordance with these Terms.
- j. "Tutoring Services" means the provision of online educational sessions by a Tutor via the Site, delivered in real time and tailored to the individual needs of the Student. Tutoring Services may include access to Recordings where available. Tutoring Services are provided directly by Tutors, who are independent contractors, and TutorBloom is not responsible for the content, accuracy, or outcomes of the Tutoring Services.
- k. "Tutoring Terms" means the standard terms and conditions in Article 1 of these Terms, which govern the Contract between You (the Client and/or Sponsor) and the Tutor for the provision of Tutoring Services.
- l. "You" means the person to whom these Terms apply, being either (a) the Client, (b) the Sponsor (where the Student is under 18), or (c) the Student, solely in respect of their participation in the Tutoring Services.

2. Registration and Use of Services

- a. If a Student is under 18, registration must be completed by a Sponsor. The Sponsor enters into the Contract with the Tutor and is responsible for payment and compliance with these Terms.
- b. Sponsors must ensure that Students comply with all conduct requirements set out in these Terms.

- c. Tutoring Fees must be paid in full no later than 24 hours before the scheduled lesson. Lessons may not proceed unless payment has been received;
 - i. Tutors reserve the right to refuse to conduct a lesson if payment has not been received in accordance with clause 2c.
 - ii. If a lesson must be cancelled within 24 hours, there is no provision for refunds, this is again at the discretion of the Tutor
 - iii. If a lesson must be rearranged, then more than 24 hours' notice must be given so that any potential refund can be processed or the lesson can be rearranged as per the availability of the student or the Tutor.
 - 1. Some tutors may request that more time is given, this is down to the discretion of the individual tutor and agreed upon in advance.
 - 2. If there is a disagreement regarding payment between a tutor and the student then a complaint investigation must be raised to a company director via the main company email address (enquiries@tutorbloom.com)
 - a. Complaint decisions raised to director level will be reviewed by more than one company director and a written review of the complaint and a final decision will be made.
 - b. For more information – see sec. 8. Disputes
- d. Lessons may be booked in a one by one basis or alternatively they can be booked in a blocked booking meaning that they can book more than one lesson in advance
 - i. TutorBloom offers a provision for a student/sponsor that books more than ten lessons in one block booking by providing a 10% discount
 - ii. This discount is only provided if ten or more lessons are booked in one transaction, not as a cumulative affect of booking ten consecutive lessons which are paid for on a weekly basis
 - iii. The 10% discount (or any other discount) applied to block bookings of ten (10) or more lessons is conditional upon all lessons in the block being completed.
 - 1. If the Client cancels before completing all lessons in the block, the discount is deemed void. In such cases, the lessons already delivered will be charged at the full standard rate per lesson (the rate that would have applied had the lessons been purchased individually without discount). The amount refunded to the Client will be the original payment made, less the recalculated charges at the full standard rate for lessons already delivered. For the avoidance of doubt, no Client shall

be entitled to retain the benefit of any discount unless the full block of lessons purchased has been completed.

2. For example, if ten lessons are booked at a discounted rate and only four lessons are taken before cancellation, those four lessons will be charged at the full standard rate, and the remaining balance refunded accordingly
3. Refund = Amount Paid - (Number of Lessons Delivered × Standard Per-Lesson Rate) Where:
 - “Amount Paid” is the total paid for the block.
 - “Standard Per-Lesson Rate” is the per-lesson price if lessons had been purchased individually (undiscounted).
 Example: Ten lessons booked at discounted total £450.
 Standard per-lesson rate £50. If 4 lessons taken: Refund =
 $£450 - (4 \times £50) = £250.$

- e. Refunds, where applicable, will be processed within 14 days of acceptance of the refund request.
- f. TutorBloom reserves the right to suspend or permanently terminate access to the Services at its sole discretion, without liability.

3. Client Obligations

- a. a. You are obligated to ensure that payment for Tutoring Services is made in full no later than 24 hours before the scheduled start time of the lesson.
- b. You are solely responsible for assessing the suitability of a Tutor to deliver the Tutoring Services, including the accuracy of their stated credentials, expertise, references, and any CRB/DBS checks (where applicable).
 - i. Whilst every step is taken by TutorBloom to individually vet each Tutor to ensure we only allow the highest quality Tutors to use the service, their credentials are provided by them and they act as independent freelance Tutors who use the our platform to provide their services
 - ii. All UK based tutors are requested to keep a current DBS, ideally enhanced. Though this is not something we can enforce, this is a preference we attempt to adhere to
 1. All non-UK based tutors are asked to provide their local equivalent of a DBS, usually in the form of a police check
 - iii. TutorBloom is not liable for any information provided by a Tutor. As Tutors are not employees of TutorBloom, any misinformation is the sole responsibility of the Tutor. Clients are advised to seek independent advice before relying on any information provided by a Tutor if they have any doubt.
- c. To ensure lessons are properly prepared and delivered effectively, any requests to change the planned focus or content of a lesson must be made

- at least twenty-four (24) hours before the scheduled start time. Requests made after this point may not be accommodated, and the Tutor may proceed with the originally planned lesson. No refund, credit, or rescheduling will be provided where last-minute changes are requested
- i. In cases where last minute changes have been requested and the Tutor has accepted, reasonable expectations must be allowed for the Tutor to re-adjust lesson focus
- d. The Client must not act as an agent to promote, market, or sell any services outside of the Site.
 - i. This includes Tutors, who may be legally liable for damages or loss of TutorBloom's earnings if they attempt to remove a Student from the Site for their own financial gain.
 - e. Clients have the right to request a change of Tutor if they feel that the current Tutor is not a suitable fit. TutorBloom will use reasonable efforts to assign an alternative Tutor, subject to availability.
 - i. Any change of Tutor may result in an adjustment to the applicable Fees, based on the rates of the new Tutor. The Client shall remain liable for all Fees due for lessons already delivered by the original Tutor.
 - f. The Client must not publish or share any abusive, defamatory, or derogatory comments about a Tutor, another Student, or any other user of the Services, whether on the Site or in any other public or private forum.
 - g. TutorBloom reserves the right to suspend or terminate Services immediately, without refund, where a Client or Sponsor engages in abusive, harassing, or unreasonable behaviour towards Tutors or TutorBloom staff.
 - h. Where a Client raises repeated or vexatious complaints that are found to be without merit, TutorBloom reserves the right to apply an administrative fee for the time spent investigating such complaints, and/or to suspend Services without refund
 - i. TutorBloom reserves the right, at its sole discretion, to refuse service to any prospective Client or to terminate an existing Client's access to the Services at any time where it considers such action to be in its best interests. In such circumstances, any prepaid but unused Tutoring Services shall be refunded in full. No further compensation shall be payable
 - i. In relation to this clause, TutorBloom is not obliged to have to give a reason for termination. If the termination is deemed necessary by at least one of the managing directors, then this decision is final and is not subject to dispute

4. TutorBloom Obligations

- a. In relation to payments, TutorBloom agrees to:

- i. Provide the Services with reasonable care, skill, and diligence, and in a timely manner, acting in the best interests of both Clients and Tutors.
 - ii. Provide prompt and relevant information reasonably required in connection with the Services we provide.
 - b. We are responsible for providing a working and usable platform for lessons to take place. We make all reasonable endeavours to make the Services available to all and where this is not possible for any reason whatsoever, TutorBloom shall not be responsible nor liable to You as a result of any act or omission on Your part relating to Your inability to access the Services in whole or in part including but not limited to:
 - i. Where the Client's or Tutor's devices are not suitable for accessing or using the Services.
 - ii. Where the Client or Tutor is unable to use the functions of the platform properly due to incompatible or insufficient hardware.
 - iii. Where third-party service providers used by TutorBloom experience downtime, service failures, or other interruptions.
 - iv. Where lessons are affected by audio or video disruptions, including break-ups, delays, or poor quality.
 - v. Where the Client or Tutor fails to use appropriate equipment (such as compatible headphones or microphones) necessary for effective use of the platform.
 - c. For the avoidance of doubt, no full or partial refund will be issued for interruptions or interferences caused by internet bandwidth or connectivity issues outside of TutorBloom's control.

5. Payments and Tutor Fees

- a. All Payments and Tutor Fees must be made in full no later than 24 hours before the scheduled start time of the lesson. Lessons will not proceed unless payment has been received.
- b. Lessons should ordinarily be paid for at the time of booking. Where this is not the case, payment must still be made in accordance with clause 5.a;
 - i. A lesson will not proceed until TutorBloom has confirmed that payment has been received.
 - ii. The Tutor is not responsible for confirming or administering payment; this is managed solely by TutorBloom.
- c. Where lessons are booked as a block, payment must either be made in full at the time of booking, or, if agreed, each session must be paid for through our payment system no later than 24 hours before its scheduled start time.
 - i. Lessons booked in a block of ten or more may be eligible for a discounted rate of 10% off when they are all paid for upfront in one payment at the point of sale

- h. By providing payment details, You authorise TutorBloom to store and use these details to collect all Fees due, including (without limitation) automatic collection for overdue sums, failed payments, chargeback recovery, and any administrative or late fees. You agree that TutorBloom may retry payments and may charge any other valid payment method on file. Where You select a third-party payment option (e.g., Klarna), You remain fully liable for all Fees due and authorise TutorBloom to use alternative stored payment details to recover such Fees
- i. Late payments:
 - i. If a lesson has taken place and payment has not been successfully collected in advance, TutorBloom reserves the right to charge the stored payment method on file.
 - ii. Where automatic collection fails, the outstanding balance will become immediately due. TutorBloom may apply a late payment fee of £25 or 10% of the outstanding balance (whichever is greater).
 - iii. If payment remains outstanding after 14 days, TutorBloom reserves the right to suspend access to the Services until payment is made in full.
 - iv. In addition to any late payment fees, overdue sums shall accrue interest at a rate of 4% above the Bank of England base rate from the due date until payment is received in full.
 - v. If payment remains outstanding after 28 days, TutorBloom may initiate formal recovery action, including but not limited to filing a claim in the Small Claims Court. In such cases, You shall be liable for all reasonable costs incurred by TutorBloom in recovering the debt, including legal fees, court fees, and an additional administrative charge of £100.
 - vi. Any outstanding debt owed to TutorBloom could also be passed on to a third party debt collection service if remained unpaid
 - 1. In the instance that the debt is non-UK based, it will be passed on to a local third-party collection company in the relevant jurisdiction
- j. In the event of a payment dispute or chargeback raised by You with Your card issuer, You remain liable to TutorBloom for the full amount of the disputed payment, together with any fees incurred by TutorBloom in responding to the chargeback. TutorBloom reserves the right to recharge these amounts to the stored payment method or to recover them as a debt.
 - i. If a payment is disputed with a card issuer or other PSP, You must cooperate with TutorBloom and provide any requested information or evidence within 7 days. Failure to cooperate will be treated as

acceptance of the charge and TutorBloom may recover the full amount plus any chargeback, administration or legal costs.

6. Conduct and Fraud

- a. You may only access the Site and use the Services for lawful purposes and in accordance with these Terms
- b. The format of each lesson (one-to-one or group) must be agreed and confirmed in advance at the time of booking. Lessons may only be attended by the Student(s) named in the booking confirmation. Clients and Students are not permitted to change the agreed format of a lesson (for example, adding an additional Student to a one-to-one lesson, or requesting a one-to-one during a group session) without prior written consent from TutorBloom. Any attempt to change the agreed format without consent shall entitle the Tutor to refuse the change and proceed with the originally agreed lesson, or to terminate the lesson immediately. In such cases, no refund or credit shall be due.
 - i. This includes scenarios in which group sessions include students not billed for the lesson in advanced
 - ii. For the avoidance of doubt, the agreed lesson format at the time of booking shall determine the applicable fee. Any last-minute changes, including the addition of unapproved attendees, do not entitle the Client to a reduced rate, refund, or credit
 - iii. The binding fee is the rate confirmed in the booking confirmation issued by TutorBloom (or the invoice where the invoice was issued prior to the lesson). In any dispute, TutorBloom's booking records and recordings are conclusive evidence.
- c. You are responsible for complying with all applicable laws, rules, and regulations in connection with Your use of the Services..
 - i. TutorBloom provides Services to a global audience but is registered in the United Kingdom. You are responsible for ensuring that Your use of the Services complies with the laws of Your country of residence
- d. You agree to treat Tutors with respect and must not use obscene language, make threats, or engage in discussions unrelated to the subject of the Tutorial. Breach of this clause may result in the following actions:
 - i. As lessons are recorded, a copy of the recording, if any abusive behaviour was committed during the recorded session, this will be forwarded to your local authority
 - ii. You will receive an immediate lifetime ban from our Services
 - iii. Legal action may be taken against you depending on the severity of the threats made against the Tutor if they so wish

- e. You agree that You will not solicit any such information from any Tutor, and agree that if any Tutor ever discloses such information to You, asks You for any personal information, or suggests any offline meeting or conversation, You will immediately report this to us.
 - i. Tutors are legally bound to not partake in any unrecorded or offline conversations with any client of TutorBloom as this will result in the termination of their agreement with TutorBloom
 - ii. This may also result in the termination of the Clients agreement with TutorBloom and any previously paid for lessons that have not yet been completed will not be due for refund
 - iii. TutorBloom reserve the right to seek damages in any instance where this may occur
- f. We may terminate any Tutorial where we consider, in our sole discretion, that You are uploading or otherwise transmitting inappropriate content.
- g. You shall not, without prior consent from TutorBloom, solicit or encourage, one to one tuition services either in person or online to a person who is or has been a registered tutor for TutorBloom or one who has been introduced to you by TutorBloom
 - i. Failure to adhere to this policy may result in TutorBloom reserving the right to seek damages in the form of financial remedy if proven to be broken either against the client, tutor or both parties
 - ii. Any future use of the site or services will be denied to both client and Tutor

7. Data protection and privacy

- a. In respect of any Personal Data (as defined in the Data Protection Legislation) processed by TutorBloom and the Tutor pursuant to these Client Terms, both parties warrant that they shall comply and will continue to comply with the Data Protection Legislation.
- b. You hereby agree that by releasing any Personal Data as submitted by You on the Site, You acknowledge that You are wilfully providing Your Personal Data for the purpose of receiving the Services.
- c. You understand that by accepting these Client Terms, You agree that TutorBloom and the Site are not responsible for any advice or information given by a Tutor.

8. Disputes

- a. Any disputes reported to TutorBloom by a client or tutor will be investigated by TutorBloom in a prompt manner
- b. The parties agree that they shall attempt in good faith to resolve any Dispute promptly through negotiations between You and an officer of TutorBloom

- i. TutorBloom will take all reasonable endeavours to provide a written response via email to any issue raised by a Client or a Tutor via the Site within fourteen (14) days
- c. During any given Contract, You must inform TutorBloom immediately and in any event, within forty eight (48) hours, of any Dispute You may have with a Tutor in connection with the provision of the Tutoring Services rendered by a Tutor or otherwise
- d. You agree to cooperate fully with TutorBloom in resolving any Dispute with a Tutor
- e. In the process of investigating any dispute, TutorBloom reserves the right to suspend any account in part of that dispute whilst it is ongoing
- f. The outcome of any investigation instigated by You or a Tutor is entirely at TutorBloom's discretion, acting reasonably
- g. In the event that TutorBloom incurs costs in investigating and resolving a Dispute which is found to be without merit or caused by the Client or Tutor, TutorBloom reserves the right to recharge such costs to the responsible party.

9. Termination of contracts

- a. These client terms take effect from the moment the first trial lesson begins and shall continue unless the contract is terminated or written notice is provided by the client to either TutorBloom or one of its representatives
- b. TutorBloom may terminate this Agreement with You immediately without compensation or Written Notice by ending Your access to the Services if You commit a breach of any of these Client Terms, or if:
 - i. Any information provided by You is found to be untrue, inaccurate, out-of-date, or incomplete;
 - ii. You act in any way that has brought, or could bring, TutorBloom in to disrepute; or,
 - iii. You do not show up at a Tutorial without having cancelled it or You repeatedly cancel Tutorials.
- c. In the event of any such termination, Client shall pay for all Tutoring Services already successfully delivered and which are not the subject of a Dispute as at the date of termination and neither TutorBloom nor the Tutor shall be liable for any Losses incurred by You after the date of termination.
- d. For the avoidance of doubt, if TutorBloom terminate this Agreement with You and You have paid the Tutor for Tutorials in advance, TutorBloom agrees to procure that the Tutor will refund You all the pre-payments within fourteen (14) calendar days of termination
 - i. If the Tutor fails to refund pre-payments within 14 days of termination, TutorBloom may refund the Client and recover such

- amounts (plus reasonable costs) from the Tutor or by deducting from any outstanding Tutor Fees.
- e. You can always end Your contract with us
 - i. Your rights when You end the Tutor Term will depend on how the Tutor is performing and when You decide to end the contract:
 - 1. If the TutorBloom Services have been misdescribed You may have a legal right to end the Agreement (or the TutorBloom Services re-performed or to get some or all of Your money back);
 - 2. If You want to end the Agreement with TutorBloom because of something TutorBloom has done or have told You TutorBloom is going to do, which is not in line with this Agreement then you can do so by providing written notice
 - a. Verbal notice via the Tutor during the session is not sufficient, all notice must be provided in writing unless stated otherwise
 - f. TutorBloom reserves the right to suspend or terminate access to the Services immediately if any sum due remains unpaid after the due date.

10. Limitation of liability

- a. You agree that subject to clause 15.2, We shall in no circumstances be liable to You in contract, tort (including negligence) or otherwise for any consequential, special or incidental loss or damage (whether direct or indirect) or any loss of profit, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation arising from Your use of the Site or the Services.
- b. Our liability to You whether in contract, tort or otherwise shall in no circumstances exceed the total TutorBloom Payments paid by You in the one (1) month preceding the date on which the liability arose.
- c. Nothing in these Client Terms is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation; and
 - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession, nor the Consumer Credit Act 1974 (in particular section 75), Consumer Rights Act 2015
- d. For clarification, the TutorBloom Services are primarily (but not exclusively) designed to be used within the territory of the United Kingdom ("UK") and adheres to laws, processes and civil procedures set out in UK legislation,

even if the services are provided to clients outside of the UK – the rules set by the UK's legislative bodies are the procedures followed by TutorBloom.

This does not mean that;

- i. Services cannot be provided outside of the UK, this means that the services provided are in accordance to UK law
 - ii. Where services are provided to clients outside of the UK or by Tutors from outside of the UK, it is the responsibility of the client or tutor to ensure they adhere to their local laws, procedures and legislature.
- e. Governing Law and Jurisdiction
- i. These Terms and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

11. General

- a. Enforceability: If any one or more of the provisions of these Client Terms should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the parties shall amend these Client Terms to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.
- b. Entire Agreement: These Client Terms together with our Terms of Service constitutes the entire agreement between You and TutorBloom in relation to Your use of the Site and the Services and supersedes any prior representations, inducements or agreements relating to its subject matter.
 - i. Each of the parties acknowledge and agree that in entering into the terms of this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement.
- c. Neither Tutors or Clients have the power to bind TutorBloom in any way in respect of the obligations of the one to the other.
- d. No Partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.
- e. We keep our statement under regular review.

12. Article 1

- a. These terms and conditions:

- i. What they cover:
 1. These are the terms and conditions on which Your chosen Tutor will supply Tutoring Services to You. Words used in these terms will have the same meaning as set out in the Client Terms which apply between You and TutorBloom Limited which apply to Your use of the Site.
- ii. Why you should read them:
 1. Please read these terms carefully before You place a booking to book Tutoring Services with the Tutor. These terms tell You who the Tutor is, how the Tutor will provide Tutoring Services to You, how You and the Tutor may change or end the contract, what to do if there is a problem and other important information. If You think that there is a mistake in these terms, please contact the Tutor to discuss.
- iii. How to contact the tutor:
 1. Please contact our administration team directly at enquiries@tutorbloom.com or via WhatsApp on the number provided to you at registration
- iv. How the tutor may contact you:
 1. The tutor will only contact you via Whatsapp or via our administration team – any other means of communication once the contract of engagement has been entered into could be seen as a breach of our terms
- v. The Tutors contract with you:
 1. Acceptance of your booking will take place when the tutor accepts your booking, this will be confirmed to you via email. No further communication should be held with the tutor outside of this unless express permission has been given by a representative with Director level approval
- vi. If the tutor cannot accept the booking:
 1. The tutor will contact you via our administration team and an email notification will be sent of the message
- vii. Cancellations, rescheduling and no shows:
 1. If cancelled or rescheduled within twenty-four (24) hours of the lesson start date and time, You shall forfeit 100% of the Tutor Fees payable, and these shall not be re credited, or;
 2. if cancelled in excess of twenty-four (24) hours prior to the lesson start date and time, You will be offered either:
 - a. a re-scheduled lesson;
 - b. A credit towards booking a future lesson

3. If you do not show up to your lesson within the first 20 minutes, you will be charged the full price of the lesson and be due no refund or credit
- viii. Your rights to end the contract:
 1. Ending the contract because of something we have done or are going to do:
 - a. Then you must refer to these terms and conditions, if this falls outside of these terms, then you are not eligible to terminate the contract on these grounds
 - b. there is a risk that supply of the Tutoring Service may be significantly delayed because of events outside our control;
 - c. Exercising Your right to change Your mind (Consumer Contracts Regulations 2013) – For most products bought online You have a legal right to change Your mind within 14 days and receive a refund.
 - ix. When You don't have the right to change Your mind:
 1. When the tutoring service or lesson has already been conducted or;
 2. If it conflicts with any of the other terms

Tutor Terms

These terms and conditions, herein referred to as the “Tutor Terms” set out the terms and conditions under which TutorBloom Limited, herein referred to as “TutorBloom” or “We” grants to the Tutor, a licence to access and use Tutobloom’s virtual online platform (available via the Site) which is dedicated to facilitating the sourcing of Tutors by Clients (the “Agreement”).

You agree that these Tutor Terms apply to that use in addition to any other terms and conditions which may apply including the Terms of Service (where applicable) which are incorporated by this reference. If You are uncertain as to Your rights under these Tutor Terms or You want any explanation about them please contact us.

1. Your agreement with TutorBloom Limited

- a. These Tutor Terms apply to Your use of the Site and the TutorBloom Services
 - i. By using the Site and the TutorBloom Services, You accept these Tutor Terms in full. TutorBloom reserves the right to change the terms of these Tutor Terms (or any part) at any time, by giving You not less than 15 days’ written notice of such changes. We will let you know if we make any such changes, and you can let us know within the 15 day notice period if you do not wish to accept the revised terms and prefer to end this Agreement with TutorBloom. If you

continue to provide Tutoring Services through the Site during this notice period, we are entitled to assume that you have accepted any changes.

- b. Read these terms carefully and ensure that You understand their effect before proceeding to use the Site and TutorBloom Services.

2. Definitions

- a. For previous definitions, please refer to client terms, any additional definitions will be added below
- b. "Tutor" or "You" refers to a tutor who has been allowed access to the site to conduct lessons on the TutorBloom platform
- c. "Tutor Bank Account" means the bank account where Tutor Fees are held on behalf of the Tutor prior to the completion of the lesson and TutorBloom transferring the Tutor Fees to Tutors.

3. Becoming a Tutor

- a. At our discretion, we may authorise you to use the Site and the TutorBloom Services to deliver the Tutoring Services
 - i. You agree that these Tutor Terms apply to that use in full.
- b. You will keep Your password relevant to the Site and the Tutoring Services confidential and not reveal it to anyone else.
 - i. You are responsible for all activities that are carried out under Your username and password which shall represent Your TutorBloom Login. We do not have the means to check the identities of all people using the Site and will not be liable where Your username and/or password are used by someone else. You agree to notify TutorBloom immediately by email at enquiries@tutorbloom.com of any unauthorised use of Your Account of which You become aware (with "IMPORTANT – PASSWORD" in the subject line).

4. Tutor obligations

- a. When You make use of the Site You must comply with our reasonable directions, including those relating to the protection of Students' safety as amended from time to time and in accordance with these Tutor Terms.
 - i. Such directions are in place to protect the safety Clients and Students.
- b. Use of the Site is entirely at Your own risk and You must exercise complete caution at all times when dealing with Clients and when entering into legally enforceable Client Contracts to provide Tutoring Services to a Client.
- c. Tutors must accurately state their VAT status. Tutors who are VAT-registered must notify TutorBloom and are responsible for charging and accounting for VAT on their services where applicable.

- d. Tutors acknowledge that TutorBloom has no obligation to provide them with any minimum amount of work or Students, and Tutors have no obligation to accept any particular engagement offered through the Site. Each lesson or block of lessons constitutes a separate engagement between the Tutor and the Client
 - i. Nothing in these Terms shall be construed as creating an employment relationship, contract of service, or worker status between TutorBloom and the Tutor
- e. You further and specifically agree to:
 - i. Authorise TutorBloom to act as your agent to agree the Client Contract on your behalf and collect Tutor Fees;
 - ii. Provide TutorBloom with Your Current Account details which must be held in the Tutor's name;
 - iii. Assume all responsibility for Your role as Tutor and for the provision of Tutoring Services to the Client which includes the preparation and content of lessons;
 - iv. advise TutorBloom at the earliest opportunity should Your circumstances change in relation to Your access to the Tools.
 - 1. You accept full responsibility for any Dispute raised by a Sponsor as a result of issues connected to the performance of your Tools which have affected the performance of Your provision of the Tutoring Service;
 - v. Any problem concerning a technical issue regarding a Tutor's personal computer or internet service provider is not the responsibility of TutorBloom. You must use a headset and microphone (not loudspeakers) which must be plugged in and fully configured;
 - vi. Act at all times in accordance with the highest professional standards and not act in any way which could bring TutorBloom into disrepute;
 - vii. Only accept instructions and Tutorials within Your area of expertise, and that are within your abilities and competency;
 - viii. Notify the Client immediately should You become ill or otherwise incapable and unable to provide the Tutoring Services.
 - 1. Depending on the circumstances, TutorBloom and Tutor shall discuss in good faith a possible delay of the Tutoring Services;
 - ix. Notify TutorBloom of what You propose to agree between You and the Client regarding the delay or reassignment of those Tutoring Services to another Tutor.
 - 1. We may take any action, including refunding Tutor Fees depending on what is agreed regarding each Tutorial;

- x. Ensure that any information provided by You to TutorBloom and a Client remains true, accurate, up-to-date and complete at all times during the duration of this Agreement.
- f. Tutors must record all lessons delivered through third-party platforms (such as Zoom, Teams, or similar) and must provide a copy of the full recording to TutorBloom within twenty-four (24) hours of the lesson taking place.
 - i. Recordings are required for safeguarding, quality assurance, and payment verification. TutorBloom reserves the right to withhold or refuse payment of Tutor Fees for any lesson where a recording has not been supplied in accordance with this clause.
 - 1. By booking a lesson the Client/Sponsor consents to the recording of the lesson for safeguarding, quality assurance and payment verification.
 - 2. Where lessons are held on third-party platforms, the Tutor must provide a downloadable MP4 (or equivalent) file and upload link to TutorBloom within 24 hours of the lesson via the method specified by TutorBloom. Files must be complete (no trimming) and timestamped. TutorBloom will not accept edited recordings as sole evidence in disputes.
 - 3. TutorBloom will retain Recordings securely for 24 months and process them in accordance with the Privacy Policy.
 - 4. If a recording is not supplied, TutorBloom may withhold payment pending investigation. A Tutor may request a review within 7 days and submit corroborating evidence (chat logs, platform attendance, screenshots); TutorBloom will adjudicate reasonably.
 - ii. Once TutorBloom introduces its own in-platform recording functionality, Tutors will be required to use this system, and TutorBloom will manage recordings directly
 - 1. This clause will be updated at the time of change, most likely 2026.
- g. Tutors indemnify TutorBloom against any financial losses, claims, or damages arising directly from their negligence, misrepresentation, or breach of these Terms, including the cost of any refunds issued to Clients
- h. Tutors must not accept, negotiate or agree fees directly with Clients. Any variation to agreed Tutor Fees must be approved in writing by TutorBloom. Any breach may result in suspension and entitle TutorBloom to recover any losses.
- i. TutorBloom reserves the right to reassign a Student to a different Tutor at its sole discretion, including in circumstances where a Client or Sponsor requests a change. Tutors shall have no claim to continued engagement

with any individual Student, and no compensation shall be payable for loss of that Student.

- i. Where reassignment occurs, Tutors will only be entitled to Tutor Fees for lessons already delivered to that Student up to the date of reassignment.

5. TutorBloom Obligations

- a. TutorBloom's obligations remain the same as to the Tutor as they do to the Client, please refer to the Client terms
- b. Any additional obligations are as follows:
 - i. Provide the TutorBloom Services with all due care, skill and ability and in a timely manner and in the best interests of the Client and the Tutor;
 - ii. Devote as much time to the provision of the TutorBloom Services as may be necessary for their proper performance;
 - iii. Provide promptly and give to the Tutor all such information as they may reasonably require in connection with the provision of the TutorBloom Services.
- c. As an online service, TutorBloom may periodically be unavailable as We perform regular (and emergency) maintenance and upgrades.
 - i. Where reasonably possible, these activities shall be notified to You in advance. TutorBloom makes no warranty, guarantee or representation as to, and accepts no liability for, the availability or suitability of the Site and/or the TutorBloom Services.
- d. TutorBloom uses all reasonable endeavours to make the TutorBloom Services and Site available to all Tutors on an "as is" basis.
- e. TutorBloom shall not be responsible nor liable to You as a result of any act or omission on Your part relating to Your inability to access the Services in whole or in part including but not limited to:
 - i. Resultant feedback (echos), audio break-ups, video or sound delays;
 - ii. Your failure to use and configure the prescribed headset and microphone;
 - iii. Your failure to at least meet the minimum system requirements of the Tools.
- f. You acknowledge and accept that from time to time You may experience entire or partial failure of Your video during the delivery of the Tutoring Services due to fluctuations or insufficient bandwidth relating to your own internet provider, and under such circumstances, You agree that the Tutoring Service shall continue without video and confirm that this is acceptable to You in all circumstances.

6. Tutor Fees

- a. You will not be charged by TutorBloom for Your use of the Site or the TutorBloom Services.
- b. TutorBloom and the Tutor will agree the amount of Tutor Fees applicable per Tutorial in advance, via the Site. The Tutor Fees are reviewable by Tutors and TutorBloom and any revised fees and charges shall take effect immediately upon posting on the Site and will be applicable to all bookings made after such posting.
- c. Tutor authorises TutorBloom as its agent to accept the Tutor Fees from the Client via any forms of payment approved by TutorBloom in connection with the provision of the Tutoring Services via the Site including Mastercard, Visa and Maestro debit cards on the Tutor's behalf.
 - i. Due to this, TutorBloom will take a nominal transaction fee:
 1. For students referred to the tutor by TutorBloom, we will take a Fee in the region of 5% to 30%, depending on what has been agreed in advanced;
 2. Tutors may or may not be subject to the agreed price between TutorBloom and the Client, this will be at the discretion of TutorBloom
 3. TutorBloom has no obligation to inform the Tutor how much the Client is paying for their services; Tutors are only obliged to negotiate their rate of pay with TutorBloom
 4. Tutors are not permitted to discuss rate of pay with Clients; these queries should be directed to TutorBloom directly
 - a. Any breaches of these clauses could lead to termination of the use of TutorBloom services
 5. For students that Tutors bring to the platform themselves, a smaller 5% fee is taken to process the transaction
 6. If a student books a block of ten or more lessons and pays for these upfront in one transaction, TutorBloom will reduce the transaction fee by 10%
- d. TutorBloom holds all Tutor Fees (which will be based on the number of undisputed and completed Tutoring Services) for the Tutor in a dedicated Tutor Bank Account for a limited time before releasing such Tutor Fees to You in accordance with clause 7 below.
- e. You confirm that You are self-employed under these Tutor Terms, and You are directly responsible to HMRC for all matters regarding Income Tax, VAT and relevant National Insurance contributions. If you are outside of the UK, you confirm that you must adhere to whichever relevant tax authority you must report to.
 - i. You agree that nothing in these Tutor Terms constitutes a contract of employment between You and TUTORBLOOM. You shall be fully

responsible for and indemnify TutorBloom against any liability, assessment or claim for any employment-related claim or any claim based on worker status brought by you relating to Your Tutoring Services. This indemnity shall include all expenses and costs, including legal fees, incurred by TutorBloom in dealing with any such claim brought by You or by somebody on Your behalf.

- f. You will keep records of payments made to You by way of Tutor Fees for completion of annual Tax Returns.
 - i. If you are in the UK, the following applies:
 - 1. You hereby agree to fully indemnify TutorBloom for or against all and any demands by HMRC to TutorBloom for Income Tax, VAT or National Insurance, or any other claim by HMRC, including any interest or penalties, arising out of Your failure to account properly or at all for any liabilities to HMRC arising from Your Tutoring Services. This indemnity shall include all expenses and costs, including legal fees, incurred by TutorBloom in dealing with any such claim by HMRC.

7. Settlement

- a. TutorBloom shall pay to Tutor the Tutor Fees collected by TutorBloom on Your behalf.
- b. We shall provide a self-remittance invoice to You for Tutoring Services every two weeks setting out the hours that you have worked, as recorded by You, during the preceding month.
- c. TutorBloom shall be entitled to make any settlement payment to Tutor by BACS, to the Current Account of the Tutor (or to such other bank account as the parties agree in writing).
- d. Tutors are not liable for the cost of refunds if requested by a client. If their reason for a refund is validated, then TutorBloom will cover this cost. However, in the event of repeated refund requests, the following may be considered:
 - i. TutorBloom may conduct an investigation into the root cause of the complaints, if there are repeated violations of the terms that are resulting in refunds, then the Tutor may be given a warning and if this is not heeded, this may result in a permanent ban from the TutorBloom site.
 - ii. If the Tutor is banned for multiple violations of the terms, then they may be liable for the cost of any refunds that have been made as a result of their conduct
- e. In the event that the Tutor feels as though a refund should be issued, irrespective of the client terms, they should submit a report with their

reasoning to enquiries@tutorbloom.com, and this may be refunded from the Tutor Fees directly

- f. TutorBloom reserves the right to use their discretion in relation to refunds and Tutor Fee's and may review these on a case by case basis, reviewing individual cases on the individual merits of the situation

8. Intellectual property

- a. You acknowledge that all Tutorials that You deliver may be recorded and You agree to the storage and use of such Recordings by TUTORBLOOM.
- b. You shall indemnify TutorBloom against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by TutorBloom arising out of or in connection with any claim made against TutorBloom for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with an claim by any third party
- c. Any TutorBloom property (code, resources, patents etc) that is used without prior written permission, could be liable for TutorBloom to pursue damages
- d. You shall give TutorBloom sole authority to avoid, dispute, compromise or defend the Claim.
- e. You acknowledge that all Intellectual Property Rights in and relating to TutorBloom Services and the Site are owned by TutorBloom

9. Cancellations, rescheduling, no-show

- a. Please refer to the client terms and conditions for cancellations, rescheduling, no-show – as they are the same for the Tutor Terms
- b. If You don't attend an arranged lesson without having cancelled it, or if you repeatedly cancel Tutorials, We may end this Agreement between You and TutorBloom
- c. All cancellations by You must be made in writing in advance, directly via the Site and to the Client, in accordance with the Client Contract.

10. Client Feedback and other activities

- a. It is a feature of the Site and the TutorBloom Services that the Client will leave Client Ratings.
- b. Where deemed necessary, TutorBloom is entitled to carry out an investigation upon receipt of negative Client Ratings or where a Tutor or a Client reports or raises any feedback, issues or concerns that they might have with the other at any time.

- c. Whether such feedback is complimentary or more akin to a Dispute, TutorBloom will have full discretion as to whether they inform You of such feedback.
- d. Repeated complaints or refund requests arising from the conduct or performance of a Tutor may, at TutorBloom's discretion, result in withholding of Tutor Fees, termination of access, and recovery of any losses or refunds from future Tutor Fees.
- e. Nothing in this Agreement shall prevent the Tutor from being engaged, concerned or from having any financial interest in any capacity in any other business, trade, profession or occupation during the Term of Engagement provided that such activity does not cause a breach of any of the Tutor's obligations under this Agreement.
 - i. As such, the Tutor may not take any clients that they have either introduced to the platform or been introduced to via the platform to any other form of tutoring medium – whether this be face to face, another tutoring service or any kind of video teleconference whereby a transaction for the time incurred is exchanged
- f. Where TutorBloom issues a refund to a Client due to the proven misconduct, negligence, or repeated poor performance of a Tutor, TutorBloom reserves the right to deduct the refunded amount, together with any associated costs, from that Tutor's future Tutor Fees

11. Competition Rules

- a. Any tutor that enters in to these terms of engagement agree to the following:
 - i. If they are terminated or withdraw from using the TutorBloom services, they may not teach or tutor, or approach any client that they have been introduced to on the site
 - ii. If they are still within their terms of engagement, they may not engage in tutoring or communication with any TutorBloom client off the platform
 - iii. The following non-compete rules are in place for the entirety of the time that the tutors agreement to these terms are in place and for a further 12 month period after they have come to an end
 - 1. For the avoidance of doubt – even if the tutor is no longer engaged in providing services via TutorBloom, they are not permitted to approach any current or previous client that they have been introduced to by TutorBloom for 12 months following the end of their agreement to these terms (which are implied from the moment the tutor engages in their first lesson and end either when the tutor provides written communication that they wish to end their agreement, or if

there is more than 6 months of inactivity on their account, or if their agreement is terminated for a breach of terms)

- a. If this clause is broken, the Tutor may be liable for TutorBloom to seek damages against them and may be liable for costs that TutorBloom feel is appropriate to pursue given the situation
- b. Any Tutor that is found to be taking clients away from the platform or communicating with clients off the platform will be subject to damages sought by TutorBloom subject to this section
 - i. All interactions on third-party platforms are recorded, this can be used as evidence to non-compliance of these terms
- c. Breach of this clause shall entitle TutorBloom to liquidated damages of **£1,000** per affected Client, which the Tutor agrees is a genuine pre-estimate of loss suffered by TutorBloom.
- d. Where TutorBloom reasonably suspects off-platform solicitation or breach of competition rules, TutorBloom may suspend the Tutor pending investigation. The suspended party must provide all relevant communications and cooperate fully. Failure to cooperate shall be treated as a breach entitling TutorBloom to seek liquidated damages and injunctive relief.

12. Data Protection

- a. In respect of any Personal Data (as defined in the Data Protection Legislation) processed by TutorBloom and the Tutor pursuant to these Tutor Terms:
 - i. TutorBloom and the Tutor shall each be an independent data controller; and
 - ii. each party shall ensure it complies and will continue to comply with the Data Protection Legislation and any regulations made thereunder.

13. Confidentiality and publicity

- a. The parties acknowledge that by reason of their relationship under this Agreement, they may from time to time disclose Confidential Information.
- b. Each party shall, during the term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any Confidential Information which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure,

or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

- c. On termination or expiry of this Agreement, You shall immediately return all Confidential Information in Your possession together with all copies thereof; or, if required to do so, destroy all Confidential Information in Your possession, custody or control by shredding or incinerating the same and/or irretrievably deleting the same if stored on electronic or magnetic media and certify to TutorBloom that this has been done.

14. Termination and suspension

- a. These Tutor Terms shall commence on the date you sign up to the Site and shall continue unless terminated by TutorBloom pursuant to clause 14.b.
- b. TutorBloom may suspend this Agreement and Your access to the Site and the TutorBloom Services immediately by serving written notice on or if:
 - i. any information provided by You is found to be untrue, inaccurate, out-of-date, or incomplete;
 - ii. Your rating by Clients is deemed by TutorBloom (acting reasonably) to be unsatisfactory;
 - iii. You act in any way that has brought, or could bring, TutorBloom in to disrepute;
 - iv. You are convicted of a criminal offence or are the subject of any investigation, which may in TutorBloom's opinion impact Student safety;
 - v. You are in material breach of this Agreement;
 - vi. You do not use the Site or TutorBloom Service for a six (6) month long continuous period of inactivity.
- c. If we suspend Your use of the Site under clause 14.b above, we will include in our notice of suspension to you the full details of the reason for such suspension in writing.
 - i. You may contact us to discuss any of the issues raised in such notice by the methods set out on the Site.
- d. Without prejudice to clauses 14.b or 14.c TutorBloom may terminate this Agreement by giving You 30 days written notice if:
 - i. You commit a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - ii. You do not use the Site or TutorBloom Service for a six (6) month long continuous period of inactivity, after we have served you written notice as set out above.

- iii. You have repeatedly breached any of the terms of this Agreement, we may immediately terminate this Agreement with you by serving written notice.
- e. In the event of termination, You will be entitled to receive payment of Tutor Fees for all Tutoring Services already successfully delivered
- f. Termination or expiry of this Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.
- g. If we suspend this or terminate this Agreement with you, TutorBloom may deactivate Your TutorBloom Login and Account promptly.

15. Warranties and Indemnification

- a. As Tutor, You hereby warrant, represent and undertake to TutorBloom that:
 - i. You are at least eighteen (18) years of age and You have the necessary qualification or experience to provide the Tutoring Services in the subject(s) You offer;
 - ii. You are personally responsible for the information posted by You on the Site and submitted to TutorBloom which includes any pre contractual information, and which shall be accurate and up-to-date;
 - iii. where Your profile claims that You have undergone a CRB/ DBS or enhanced CRB/ DBS check, You have done so, You shall continue to be covered by such checks throughout the term of this Agreement and You will provide us with a copy of such upon request;
 - iv. You are self-employed and responsible for Your own income tax, national insurance and other liabilities payable and as further referred to in clause 6;
 - v. You will comply with all the Tutor obligations set out at clause 4;
 - vi. You will only ever contact a Client via the Site or be pursuant to clause 11
 - vii. You agree at all times to comply with the provisions of the Data Protection Legislation;
 - viii. in providing or offering Your Tutoring Services via the Site and using the TutorBloom Services, You are complying with all applicable laws, regulations and codes of practice including, but not limited to, relevant legislation for the protection of businesses and consumers alike and which regulate the activities of the online environment as well as any rules or laws in place in your own jurisdiction
 - ix. You are not VAT registered and will not charge a Client VAT for Your Tutoring Services;

- x. You have read, understood and familiarised yourself with our Safeguarding Policies and Procedures which can be accessed here in respect of child protection and online safety, and will fully comply with the same at all times;
- xi. You are not prevented from working with children and Your name does not appear in either of three lists of individuals who are barred from working with children (PoCA list) or with vulnerable adults (PoVA list and List 99).
 - 1. If you are found to be in breach of this requirement, you will be reported to your local authorities and if applicable, international authorities and TutorBloom will assist them in their investigations, including but not limited to providing them with any details we hold on record for you to assist them in their investigation in to breaching these rules
- b. You shall indemnify and hold harmless TutorBloom (and any TutorBloom Client as the case may be) on demand, and shall keep TutorBloom (and any TutorBloom Client) fully and effectively indemnified against any and all Losses arising out of or in connection with:
 - i. any breach of these Tutor Terms or breach of obligation or warranty by the Tutor or the acts or omissions of a Tutor (other than and to the extent that any losses arise directly from breach of these Tutor Terms by TutorBloom or by TUTORBLOOM's negligence); and
 - ii. any and all claims, complaints or legal proceedings instigated by a Client against TutorBloom relating to the Tutoring Services

16. Limitation and Liability

- a. The same terms apply as in the client terms, please refer to these terms for confirmation

17. General

- a. Assignment: You shall not, without the prior written consent of TutorBloom, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Tutor Terms.
 - i. TutorBloom may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Tutor Terms.
- b. Enforceability: If any one or more of the provisions of these Tutor Terms should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the parties shall amend these Tutor Terms to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.

- c. Entire Agreement: These Tutor Terms together with our Terms of Service constitutes the entire agreement between You and TutorBloom in relation to Your use of the Site and the Services and supersedes any prior representations, inducements or agreements relating to its subject matter.
 - i. Each of the parties acknowledge and agree that in entering into the terms of this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement.
- d. Status: The Tutor and TutorBloom are independent contractors, and no agency, partnership, joint venture, employer–employee or franchisor–franchisee relationship is intended or created and neither shall have any authority to bind the other in any way
 - i. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Tutor shall be fully responsible for any income tax, national insurance and social security contributions.
- e. TutorBloom keep our Terms under regular review.
- f. By creating an Account, booking a lesson, or otherwise using the Services, You acknowledge that You have had the opportunity to read these Terms and Conditions, and You agree to be bound by them in full. It is Your responsibility to review these Terms prior to use of the Services. Failure to read or understand the Terms does not exempt You from Your obligations under them;
 - i. These terms are also made available on our website;
 - ii. These terms can be resent to you at any time upon your request.
- g. These terms were last updated on 22 September 2025..