

TERMS OF SERVICE

Who we are

We are **Virtual Class Limited** (trading as **Third Space Learning**). **We** are a limited company incorporated in England and our full details (including how to get in touch with us) are set out at the end of these terms.

What these terms apply to

We provide online one-to-one maths tutoring **services**, together with a range of learning **resources** to complement the tutoring together the “**Service**”.

Our Service is designed to be used to teach children studying the year groups specified on **our** website and should not be used for any other purpose.

Apart from providing tutoring services and resources to meet the standards set out above, we do not guarantee that the use of our services or resources will be suitable for your child's particular learning needs or will result in your child achieving any particular standard

Who we are contracting with

These terms apply to the provision by **us** of all the Service options used by **you**. Because of the age of the child for whose benefit **our services** and **resources** are provided, we contract with **you** in **your** capacity as the relevant child's **parent or legal guardian**.

Where **your** child's consent is required in relation to aspects of our Service (for example, in relation to the processing of certain types of personal data relating to **your** child) **we** will ask **you** to consent on behalf of **your** child.

How our tutoring services are purchased and provided

You can find a description of our Service options on **our** website under the title Third Space Learning for Parents (and also sometimes Third Space Learning at home). Certain Service options are provided to **you** free-of-charge when **you** create a Third Space Learning Parent account. A Third Space Learning Parent account is required to access free-of-charge and paid Services.

The Service that does not require payment is referred to as the “**Free Trial**”. For Free Trials, **we** will require **you** to provide **your** payment details to start the Free Trial. By providing such details **you** agree that we may automatically begin charging you for the “**Subscription**” as per the Charges section outlined below (dependent on the current promotion) on the expiry of the Free Trial. The Free Trial is intended to allow new members and certain former members to try elements of our Service. Other elements of our Service require payment before you can access them (the **Subscriptions** and “**Premium Resource Library**”, subject to change). We may also offer special promotional plans, memberships, or services. The terms of any promotional plan offered to **you** are available [here](#).

Free Trial eligibility is determined by **us** at **our** sole discretion and **we** may limit eligibility or duration to prevent abuse of any free-of-charge Service options that we offer. **We** reserve the right to revoke the Free Trial and put **your** account on hold in the event that we determine that **you** are not eligible. Members of households with an existing or recent Third Space Learning Parent membership are not eligible. **We** may use information such as device ID, method of payment or an account email address used with an existing or recent Third Space Learning

Parent membership to determine eligibility. For combinations with other offers, restrictions may apply.

If **you** are eligible for a Free Trial **we** will agree with **you**, based on your preferences provided at the time of registering for the Free Trial, the day of the week and the time of the first Session and will confirm these details via automated communications and in the online platform.

Our Service, at expiry of any Service option provided to you free-of-charge, is provided on a subscription basis. **You** purchase a monthly or weekly Subscription under which **your** child is entitled to receive one tutoring session per week during the relevant period of a month or week (this is described in more detail below, in the section relating to *Charges*).

We will agree with **you**, based on your preferences provided at the time of subscribing, the day of the week and the time of the tutoring session at the start of your Subscription, and will confirm these details via automated communications and in the online platform. Each tutoring session will then take place at the same time and day of the week in each week for the duration of the relevant Subscription. If you do not agree to a day of the week and time after subscribing, we will be unable to book you a session but can still charge you.

The first period of a month or week of **your** Subscription will start on the day of your first session or 30 days after subscribing, whichever is earliest. Promotions may also impact this date. Unless you cancel your Subscription in the meantime, **your** Subscription will then **renew automatically** for a further period of a month or week on the corresponding day in the following month or week (provided that if you purchase a monthly Subscription on a date which means that not all months will have a corresponding date in them – for example, if you purchase your subscription on the 31st of the month – then in any succeeding month which does not have a corresponding date in it, your subscription will renew on the last day of the month concerned).

Tutoring sessions may last for different periods (for example, 25 minutes or 50 minutes, with additional time for warm-ups and practice, bringing the total time to 35 minutes or 60 minutes respectively). When **you** purchase **your** Subscription, **you** will be able to choose from the options available at the time what length of session **you** would like, and the session length that **you** choose will then remain the same for the duration of the relevant Subscription. **You** cannot subscribe for a mixture of sessions of different lengths, **you** have to choose one session length.

You may change your Subscription to a different subscription length, change the session length, change the day and/ or time of weekly session or increase the number of weekly sessions with sufficient notice and by prior agreement with **us**.

You can also purchase one-off sessions by prior agreement with **us**.

Charges

A monthly or weekly subscription charge will be due in advance for each period of a month or week for the duration of **your** Subscription. **You** will be charged on the date agreed with **you** when purchasing a Subscription and Promotions may, for the duration of the Promotion, affect the date you will be charged. Generally **you** will be charged the day before **your** first paid, booked session, if this booking changes (is cancelled or rearranged), **your** charge may be moved to the day before **your** new first paid booking. You will be charged on each succeeding monthly or weekly renewal date unless you cancel your Subscription in the meantime. If you do not put in your timeslot preferences, we are unable to book a session and you will likely be charged 30 days after the date you purchased the Subscription.

We will either, depending upon timing of the purchase of any one-off session(s), add the cost to **your** Subscription charge for the month or week or raise a separate charge.

The charge will depend on the length of session and number of sessions per week that **you** opt for during the Subscription concerned. The charge will be the same each month or week (subject to **our** right to increase the charge on appropriate notice to you – see below for how and when **we** may increase the charges) save for any one-off sessions purchased added to your Subscription for the month or week rather than charged separately. Promotions may, for the duration of the Promotion, also discount the charge.

In return for your Subscription charge, you will be allocated the agreed number of tutoring sessions per week on each of the relevant days of the week that occurs between the date you take out your Subscription (or your Subscription renews) and the day immediately prior to the next date of renewal. For example, when purchasing a monthly Subscription, if you have booked a tutoring session on a Wednesday and there are four Wednesdays falling between the day on which you take out the Subscription and the day before the corresponding date in the following month, you will be allocated four tutoring sessions, one on each relevant Wednesday. Once you have been allocated tutoring sessions, **you** can continue **your** Subscription until all tutoring sessions that **you** have been allocated have been used in accordance with these terms. **You** cannot change the day or time of **your** sessions other than by prior agreement with **us**.

Payment

When **you** subscribe for a paying Subscription or to certain Free Trials we may offer, **you** will be required to provide details of an appropriate credit or debit card via which Subscription payments will be made. **We** will not process your card details ourselves, but this will be done by **our** payments service provider, and **you** will be passed to them in order to provide the card details concerned. **You** authorise **us** to charge your monthly or weekly Subscription on the dates set out above until **your** Subscription is cancelled in accordance with these terms. Payment for all charges must be made immediately when the charges concerned become due.

Increase in charges

We may increase our subscription charges from time to time by giving **you** not less than 3 months' notice. If **you** do not wish to agree to the increase, **you** will therefore have the opportunity to cancel **your** Subscription prior to the increase taking effect and following **your** notice of cancellation **you** will be entitled to use all tutoring sessions allocated up to that point without payment of any additional charges. If **you** do not cancel **your** Subscription after notice of the increase has been given to **you**, then the increase will take effect at the end of the relevant notice period and, after that point, **you** will be charged accordingly whenever your Subscription renews.

Cooling off period

On first purchasing a Subscription, a cooling off period applies during which **you** may cancel that Subscription and receive a full refund of any money paid within 14 days starting from the date on which **you** purchase the Subscription concerned. However, **your** right to cancellation and a refund will cease to apply if at any point during the 14 days **we** start to provide any tutoring services booked by **you** (save for any Sessions during a Free Trial) or **you** access **our** Premium Resource Library. **We** start to provide tutoring services 24 hours prior to the start of the first booked tutoring session, because the tutor will start preparing for the session at that point. This means that **you** will lose **your** right to cancel and receive a refund 24 hours before the start of the first tutoring session booked by **you** or as soon as **you** access **our** resources in **our** Premium Resource Library (whichever occurs first). Otherwise, **your** right to cancellation

and a refund will expire at the end of the relevant period of 14 days. Once **your** rights under this section of the terms have expired, **you** may otherwise cancel your subscription at any time as set out below, although no right to a refund will apply in that case.

Cancellation of your subscription by you

Apart from in relation to the cooling off period, **you** can cancel **your** subscription at any time by notifying us. **You** can notify **us** via **your** subscription page on **our** website (**you** will be able to see a cancellation button which enables **you** to cancel **your** subscription easily). Alternatively, **you** can cancel **your** Subscription by contacting **us** by any of the means set out at the end of these terms. You may also use this [model cancellation form](#) if you wish, but you are not obliged to do so. Once **you** have given **us** notice of cancellation, any Subscription charges that have already become due will not be refundable, but no further Subscription charges will become due after **your** notice of cancellation. **Your** Subscription will then continue until all tutoring sessions that have been allocated to **you** prior to your notice of cancellation have been used in accordance with these terms, after which **your** Subscription will terminate.

Cancellation of a tutoring session by you

You may cancel an individual tutoring session by notifying us (via your subscription page or by e-mail to parentsupport@thirdspacelearning.com or by telephone (Monday to Friday 9 am to 5.30 pm) on 0203 794 2739) not less than 24 hours before the session is due to start. Provided **you** give the relevant notice, then the tutoring session concerned will remain available to be used by **you** later.

If **you** cancel a tutoring session on less than 24 hours' notice, then that tutoring session will be treated as having been used and **you** will lose it (and **you** will not be entitled to a credit or refund in relation to it).

We will try to rearrange tutoring sessions cancelled with more than 24 hours' notice, however It may not be possible to rearrange a given tutoring session to a different day or time. If **you** cancel an individual tutoring session, then assuming **you** give sufficient notice, **your** only right will be to retain the right to use the session concerned after **you** have given notice of cancellation of **your** subscription. Otherwise, no credit will be given, or charges refunded for tutoring sessions that **you** cancel.

Failure to attend a tutoring session by you

In relation to each booked tutoring session, the tutor will be available online immediately prior to the booked starting time and will remain available online until the booked finishing time.

It is up to **you** to ensure that **your** child attends the tutoring session on time. If **your** child starts late, then the tutoring session will only continue until the end of the booked period (for example, if **your** child attends 5 minutes late for a 25-minute session, the session will end after a further 20 minutes and will not be extended).

Cancellation or failure to attend a tutoring session by us

We reserve the right to cancel any tutoring session by notice to **you** prior to the booked time of the session starting. In that event, or in the unlikely event of the tutor failing to attend a booked session we will try to rearrange, but if not possible, **you** may only choose to retain the right to use the session after **you** have given notice of cancellation, or to receive a full refund for the session concerned. To receive a refund, **you** should contact **us** within 72 hours of the cancellation of the session by **us** or failure of the tutor to attend and, otherwise, **you** will retain the right to use the session at a later date as set out above. **Your** right to a refund (although

not **your** right to use the session at a later date) will not apply where the relevant cancellation or failure to attend by the tutor occurs due to circumstances outside **our** reasonable control and (where relevant) those of the relevant tutor.

Cancellation of your Subscription by us

We may in our discretion and without giving a reason refuse to renew **your** monthly or weekly Subscription at any time, following which **your** Subscription will continue until all tutoring sessions previously allocated to **you** have been used, after which it will terminate.

We may terminate your Subscription immediately at any time by notice to **you** if any payments charged to **your** nominated card are refused or if you otherwise breach any of these terms. In any such case, provision of tutoring sessions and access to resources will cease immediately, all unused tutoring sessions previously allocated to **you** will be lost and **you** will have no right to a refund of any charges already paid.

Tutors

Tutors will be carefully selected by **us** in order to be suitably qualified and competent to deliver tutoring services to the required standard. **We** will select the tutor for each tutoring session. **We** will use our reasonable endeavours to provide the same tutor for each session during your subscription period, but **we** cannot guarantee to do so, and **we** reserve the right to provide a different tutor for each session if **we** wish to do so.

If **you** wish to change tutors and to have a different tutor provide sessions in future from the one that was allocated to provide a particular session, **you** should contact us, and **we** will use **our** reasonable endeavours to accommodate **you**.

If **you** have any complaint about a tutor, their conduct or the quality or conduct of a tutoring session, then **you** should contact **us without delay** and give **us** full details of any perceived issues so that **we** can endeavour to resolve them. Please see **our** complaints handling policy at the end of these terms.

Tutors are individual contractors of **ours** (and not **our** employees) and may be resident in (and delivering the tutoring services from) any country in the world (including, for example, India or Sri Lanka). This has some consequences in relation to the protection of personal data that are referred to in detail below in the section about *personal data*.

Your role as parent or guardian

In signing up to a Free Trial or taking out a Subscription with **us**, **you** represent to **us** and it is a term of **your** contract with **us** (and **we** will rely on **your** representation in entering into a contract with **you**) that **you** are and will for the duration of the Free Trial or Subscription continue to be the parent or current legal guardian of the child to whom the tutoring services are to be provided. If at any point this turns out not to be the case, **we** may cancel **your** Free Trial or Subscription immediately on the basis of a breach of these terms by **you**.

Technical means of accessing our Service

It is up to **you** to obtain and have in place the technical and other facilities necessary to access **our** Service. **Our** tutoring services and resources are accessible via the Internet and **you** will have to have appropriate access to computer equipment together with broadband internet access to a suitable technical specification. The facilities **you** will need to have access to are specified on **our** website or **you** can check these [here](#) before **you** sign up for a Free Trial or purchase a Subscription.

Resources

Any resources you have downloaded from the Premium Resource Library are free to keep and you can continue to use them in accordance with these terms for as long as **you** wish, including after termination of **your** Free Trial or Subscription. However, **your** continued use of the resources will remain subject to the restrictions set out in these terms.

Changes to these terms

We may, in our discretion, make changes to these terms. When **we** make any such changes, **we** will give **you** notice as appropriate under the circumstances, for example, by displaying a prominent notice on **our** website or by sending **you** an email. The new terms will then apply with effect from the next monthly or weekly renewal of **your** Subscription. Please make sure that **you** read any such notice carefully and, if **you** do not wish to continue using **our** Service under the new version of these terms, **you** may cancel **your** Subscription accordingly in accordance with these terms.

Your licence to use our Service

We grant you a non-exclusive licence to use our tutoring services and resources in accordance with these terms. This licence is personal to **you** and to **your** child will remain in effect until your Free Trial or Subscription terminates (except in relation to the resources which **you** may continue to use after **your** Free Trial or Subscription terminates as set out above). **You** agree to use **our** services and resources for **your** own personal, non-commercial, domestic use and that **you** will not communicate or transfer **our** services or resources to anyone else.

All of **our** trademarks, service marks, trade names, logos, domain names, and any other features of **our** brand are **our** property and **we** do not give **you** any rights to use any of them whether for commercial or non-commercial use.

You agree to comply with (and to make sure that **your** child complies with) our **user** guidelines as set out below or as notified to **you** from time to time (and any amendments to the user guidelines will be treated as forming part of these terms), and not to use **our** Service in any way not permitted by these terms.

User guidelines

Please ensure that **you** and **your** child do not do any of the following when using our Service:

- Copying, adapting or communicating or making available to the public any part of our services or resources.
- Reverse-engineering, decompiling, disassembling or creating derivative works based on our services or resources, unless permitted by applicable law.
- Circumventing any technology used to protect **our** services or resources.
- Removing or altering any copyright, trademark, or other intellectual property notices contained in **our** services or resources.
- Telling anyone else, or allowing anyone else to use, **your** username or password. These should only be used by **you** to obtain access to **our** services and resources, and should not be used by anyone else or for any other purpose.

- Doing anything in relation to **our** services or resources, or introducing to **our** services or resources any material, which is likely to give offence to others, or which is abusive, defamatory, pornographic, threatening, obscene or illegal.
- Harass tutors or other users of **our** services or resources.
- Impersonate anyone else, or do anything else which is fraudulent, false, deceptive, or misleading.

Please ensure that **you** and **your** child behave reasonably, decently and with due consideration for others at all times when using **our** services and resources.

Personal data

Our use of personal data relating to **you** and **your** child in relation to the provision of **our** Service and **our** contract with **you** will be in accordance with our [privacy policy](#). You will be directed to our [privacy policy](#) on creation of a Third Space Learning Parent account, and by creating a Third Space Learning Parent account you will be treated as having read and understood our [privacy policy](#) accordingly.

All personal data processed by **us** is processed and stored on **our** systems, which are hosted in the UK or elsewhere in the EU. In the course of providing tutoring services, tutors and customer support staff may have access to personal data relating to **your** child (including the content of the tutoring sessions), although they will not be able to store any such data locally and will only have access to it via **our** systems. Because both tutors and customer support staff may be resident and delivering the tutoring services and support from another country, the country in which they are resident may not have laws that provide a level of protection for personal data that is to the same standard as that provided by the laws of the UK and the member states of the EU. Although **we** have implemented appropriate technical and organisational measures to protect **your** child's personal data, it is important that **you** understand about the access to that personal data by the tutors and, in order to enable **us** to provide the tutoring services, **you** consent (including on **your** child's behalf) to the access concerned from the country in which the tutor is resident.

Changes to our Service

We will use all reasonable endeavours to ensure that **our** services and resources are available for access and use at all relevant times. However, there may be temporary interruptions occasionally for technical reasons or due to maintenance. **We** reserve the right to make changes to the services and resources from time to time, provided that this does not make the services or resources concerned substantially different from those **you** have contracted to receive.

Personal use – business losses

As explained in these terms, **our** services and resources are for **your** personal, domestic use only and not for business purposes. Accordingly, **we** do not accept any liability under or in relation to **our** contract with **you** or otherwise in relation to the provision of **our** services or resources for any business-related losses suffered or incurred by **you** or any other person.

Support and complaints

If **you** require support in relation to the use of **our** services or resources, or have any complaint or concern about them, **you** should contact **us** as follows:

e-mail: parentsupport@thirdspacelearning.com
telephone: 0203 794 2739

We will be available to be contacted during working hours (9 am to 5:30 pm) on all working days (excluding weekends and bank and public holidays in England).

Assignment

We may assign **our** rights and obligations under **our** contract with **you** to another person, provided that **we** notify **you** of any such assignment before or within a reasonable time after it having taken place.

Dispute resolution

In the event that **we** are unable to resolve a complaint of **yours**, **we** are willing to consider (on a case-by-case basis) resolving the dispute by means of alternative dispute resolution. The European Commission sponsors an online portal for alternative dispute resolution of consumer disputes, which you can find at: <https://ec.europa.eu/consumers/odr>.

Law and jurisdiction

These terms, and **our** contract with **you**, are governed by English law. Any disputes in relation to **our** contract with **you** or otherwise in relation to the provision of **our** services or resources are subject to the exclusive jurisdiction of the English courts, and **you** submit to their jurisdiction accordingly.

Our details

Our full company details are:

Virtual Class Ltd, registered in England with registration number 08260115.

Registered address: 4th Floor Frazer House, 32-38 Leaman Street, London E1 8EW.

Our contact details are:

e-mail: parentsupport@thirdspacelearning.com
telephone: 0203 794 2739

Last update

These terms were last updated in **August 2020**.

13.08.2020 v 3.0