

## THIRD SPACE LEARNING TERMS OF SERVICE ONE-TO-ONE TUTORING SERVICE

### 1. Who we are

We are **Virtual Class Ltd** (trading as **Third Space Learning**), registered in England & Wales as company no. 08260115 and with our registered office address at 4th Floor, Frazer House, 32 – 38 Lemman Street, London E1 8EW (referred to as "**we**" and "**us**").

### 2. The service we provide

We provide a proprietary online education platform for use by schools to assist with student development and learning by providing access to personalised teaching by connecting students with specialist maths tutors in secure online classrooms (referred to as the "**service**"). The service is provided via our website, the URL of which is currently <https://thirdspacelearning.com>.

### 3. These terms and the basis on which the service is provided

These are the terms on which we provide the service to the school or other academic institution (referred to as "**you**") that registers to receive and orders the service from us. In registering to receive and ordering the service from us, you enter into an agreement with us on the basis of these terms (referred to as the "**agreement**"). This agreement to provide the service is between us and you, and you are responsible for ensuring that the service is used (by you, as well as by your teachers and students) in accordance with this agreement and for paying for the service you have ordered accordingly. We do not enter into any agreement with regard to the service with anyone other than you. You may only use the service on the basis of this agreement.

### 4. Glossary of terms used

For ease of reference, a glossary of the defined terms used in this agreement is set out in appendix 1 to these terms.

### 5. What the service includes

The service includes:

- (a) the facility for teachers to book online tutoring sessions for students (each referred to as a "**session**"). Sessions will be booked in the form of a programme consisting of sessions for a school term at set times running for a prescribed number of weeks (a "**programme**") for a prescribed number of school terms as part of a package purchased by you (a "**package**");
- (b) the provision of sessions to students in accordance with bookings made by teachers; and
- (c) the provision of tools and reports that enable schools to analyse assessment and attainment data for students as well as groups of students to determine patterns and trends that may be evident.

Depending upon the package purchased, the service may include:

- (d) the provision of access for teachers to primary and secondary maths teaching resources and continuing professional development modules via a free premium subscription to our online learning hub – Third Space Maths Hub ("**TSL Maths Hub**").

New facilities may be added by us to the service from time to time, in which case the service will be treated as including those new facilities accordingly and you will be provided with access to them (subject to any additional terms applying to the use of the new facilities concerned).

## **6. Who may use the service**

The only people who may use the service (each referred to as a "**user**") are:

- (a) your teachers or other employees; and
- (b) your students;

who have (in the case of your teachers or other employees) been registered and authorised by you to use the service or (in the case of your students) are allowed to use the service by your teachers or other employees. You must nominate one or more lead users who will be responsible for administering the use of the service on your behalf and who will be our primary point of contact in relation to the management and administration of the service by us.

## **7. Who may not use the service**

Only people who are for the time being your teachers, other employees or students may use the service. After a teacher, employee or student leaves you, you must make sure that you cancel any registration that they may have to use the service, and they may no longer use the service. If because you have failed to cancel their registration any of your former teachers, employees or students continue to use or access the service after they have left you (other than via an agreement between us and any other school that they join), you will remain responsible for paying for the use concerned and we may charge you accordingly in accordance with this agreement. We are not liable or responsible for any unauthorised access to your account of data by any former teacher, employee or student because you have failed to cancel their registration.

## **8. Arrangements for use of the service**

In order for you to use the service:

- (a) You must place an order with us to purchase a package and agree to pay for the package purchased in accordance with the terms of this agreement.
- (b) You will need to register for the service before you can use it for the first time.
- (c) You must set up an account for each user who you wish to access the service. Each account must be connected to a single user, for whom you must provide the user's full legal name, a valid email address (which will be used as the user's username for the purpose of accessing the service) and any other information specified as being mandatory by us in order to complete the sign-up process (you may choose whether or not to provide any information we request but which we do not specify as being mandatory).
- (d) For each programme within the package purchased, you must select a diagnostic option (where, based on an initial diagnostic test to identify gaps, we will design a personalised learning programme for a student) or a teacher selection programme (where the teacher selects lessons and learning objectives for the student), or a SATs or GCSE programme (where, based on an initial diagnostic test to identify priority topics, we will suggest a sequence of lessons for a student but which can be overridden by teachers).
- (e) If a teacher selection programme is chosen, teachers must then select appropriate learning outcomes for each session booked in order for tutors to conduct each session effectively. If

learning outcomes are not selected by the teacher, the relevant tutor will choose a topic based on previously taught topics or popular topics.

- (f) You must ensure that the relevant students attend each session.

## 9. Things you must ensure in relation to your use of the service

You must:

- (a) Ensure that:
  - (i) usernames and passwords are entered correctly to gain access to the service;
  - (ii) users do not share their username and passwords;
  - (iii) information technology set up and guidance provided by us has been followed, completed and tested by you prior to the relevant programme start date and thereafter throughout the provision of the service;
  - (iv) information technology and online quick tip help functions are followed so that each session is successfully launched and completed;
  - (v) all local computers and headsets to be used for each session are operating properly including all operating systems, network connections and/or ISP connectivity;
  - (vi) teachers' quick tips are followed to ensure a full and proper learning experience for students and tutors. This includes creating a complete profile as required for each student and, if you have opted for a teacher selection programme, the prompt and timely selection of courses and learning outcomes to allow tutors to conduct sessions effectively; and
  - (vii) all sessions are attended by the students for whom the relevant sessions have been arranged.
- (b) Ensure that users maintain the security of their account login information, including their username and password ("**credentials**"). We are entitled to assume that any use of the service involving use of any credentials allocated to any of your users is in use by the users concerned, and you will be liable to us accordingly. Anyone using the service who inputs valid teacher credentials will be assumed by us to be authorised to book, reschedule and/or cancel sessions, whether or not they are actually authorised by you to do so.
- (c) Notify us immediately if you have any reason to believe that the secrecy or security of any user's credentials has been compromised.
- (d) Notify us as soon as possible if you wish to reschedule sessions (for example, because the sessions fall on a bank holiday, school inset day or there is some other reason that you are unable to run sessions on that specific day). Sessions are booked, for a programme (school term), in specific time slots on specific days, and we will use our reasonable endeavours to reschedule sessions with you at a time acceptable to both you and us.
- (e) Ensure that the users comply with the terms of this agreement and that users do not access or use the service otherwise than in accordance with the terms of this agreement.
- (f) Ensure that users use the service in a reasonable and appropriate manner, and do not use the service for any illegal or unlawful purpose

You will indemnify us against any loss that we suffer or incur as a result of any breach by you of any of the terms of this clause 9.

#### **10. Availability of the service**

We will use our reasonable endeavours:

- (a) to make the service available during school hours throughout each relevant programme (school term) of the package you have purchased; and
- (b) to ensure that an appropriate tutor is available to conduct each scheduled session arranged in advance by you in accordance with this agreement;

provided that in the event that through no fault of your own you are unable to start or complete a session that you have booked because either we have not made the service or the relevant tutor available at or throughout substantially all of the relevant time booked for the session, we will make available a replacement session at no additional charge at a time to be agreed with you. Subject to that, we do not guarantee that the service or any given session will be available continuously or at any given time or that its use will be entirely uninterrupted or error-free.

#### **11. Free trial**

If we offer you a free trial period in relation to the service, then we will make the service available to you on such a basis (that is, free to access) until the earlier of either:

- (a) The expiry of the free trial period for which you have subscribed; or
- (b) The commencement date of any paid-for service requested by you.

Your access to the service on a free trial basis will be suspended immediately on expiry of the free trial period for which you have subscribed. If you wish to continue using the service, you must contact us prior to the expiry of the free trial period to ensure continuous access to, and use of, the service. For the avoidance of doubt, the six week guarantee (detailed in section 13) is not a free trial.

#### **12. Fees, invoicing and payment**

Fees are payable by you in respect of each package that you book. Unless we expressly agree otherwise, all fees will be calculated and paid in pounds sterling, and all fees are in any case subject to value added tax (VAT), or any other applicable sales tax which shall be paid by you at the prevailing rate and in the manner for the time being prescribed by law.

The fees for each package you have booked, exclusive of VAT are as set out in the order confirmation, to which these terms and conditions are attached, which sets out the programmes (school terms) booked by you to access and use the service.

The fees for any upsell agreed by us, will be charged at the same rate per session as per the order confirmation for the programmes in the package.

We will invoice you for the package booked as follows::

- (a) the fees for the first programme (school term) of the package purchased no earlier than 30 days before the start date of the first programme; and
- (b) the fees for each subsequent programme (school term) in the package no earlier than 30 days before the start date of the programme;

save that we will, if requested by you, invoice in advance for more than one programme (i.e. the whole of an academic year).

Where we have agreed in writing to a request from you for an upsell for one or more programmes during the term of the package, the upsell for a programme will be invoiced either with the invoice for that programme (school term) if notified and agreed sufficiently in advance or when we have agreed to the upsell if after the commencement of the programme (school term).

We will invoice you any termination fee payable by you under clause 20 on notification by you of termination.

Invoices must, unless otherwise agreed in writing by us be paid in full 14 days after the date of the invoice.

Should a purchase order number be required on the invoice, the purchase order number for the package (or programme(s) in the package) is to be emailed to [finance@thirdspacelearning.com](mailto:finance@thirdspacelearning.com) no later than 7 days after receipt of the order confirmation.

We may increase our fees at any time but this will not affect the fees charged for any package contracted for on an order confirmation dated before the date on which any notice of increase given to you comes into effect as fees for each package once booked remain fixed for the duration of the package concerned. All fees are non-refundable except to the extent that we expressly and specifically agree otherwise.

### **13. Six week guarantee**

We may offer you a six-week money-back guarantee in respect of the first package that you purchase from us provided that:

- (a) during the relevant period you notify us in writing that you are dissatisfied with the service (giving reasons);
- (b) throughout the relevant period you have complied with all of your obligations set out in clause 9; and
- (c) you have paid, in full, the invoice raised by us for the package;

then we will cancel the package concerned and refund the money paid by you for that package.

For the avoidance of doubt, if you have not paid your invoice, then the six-week money back guarantee can not be claimed and the invoice will need to be paid by you for any packages bought.

### **14. Warranties**

We warrant that:

- (a) the service will operate in all material respects as described on our website by means of which the service is accessed;
- (b) we will provide the service with reasonable care and skill and by means of appropriate qualified personnel;
- (c) each tutor employed by us in the provision of the service will have been vetted by us (or on our behalf) in accordance with our standard vetting procedure (a summary of which is provided as appendix 3), with a view to ensure that each such tutor is appropriately qualified to provide tutoring and is of good character.

Except as expressly set out otherwise in this agreement, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for any purpose, will apply to the service or to anything else supplied or provided by us under this agreement.

**15. Non-exclusive licence**

1. The service, depending upon the package purchased, may provide you with a free premium subscription to the TSL Maths Hub and we grant you a non-exclusive, non-transferable, revokable licence to access and/or use the TSL Maths Hub services and resources in accordance with the terms of this agreement. This licence is personal to you and will remain in effect for the term of this agreement.

2. You agree to use the TSL Maths Hub services and resources for only your use and that you will not provide access to TSL Maths Hub services or resources to anyone who is not employed by you. The licence giving access to TSL Maths Hub services and resources is given solely to the school or academic institution purchasing the service and cannot be shared with schools or other academic institutions within the academy trust or federation. In the event that TSL Maths Hub services or resources are transferred to any party who has not entered into this agreement, you will be liable for the cost of a TSL Maths Hub subscription for each and every breach.

You have no right to retain access to any materials or resources downloaded from the TSL Maths Hub after termination of the service unless you retain an active paid TSL Maths Hub subscription.

**16. Intellectual property rights**

The intellectual property rights in the service (including any content provided by us by means of the service) belong to us or our licensors. You may not, without our prior written consent, distribute to any third party or otherwise communicate to the public any content used, accessed and/or obtained via the service.

**17. Third party intellectual property rights**

We will indemnify you against any claim that the use of the service by you in accordance with this agreement infringes the intellectual property rights of a third party provided that:

- (a) You notify us promptly of any such claim.
- (b) You do not make any admissions in relation to the claim.
- (c) You give us control of dealing with the claim on your behalf.
- (d) You provide us with all assistance reasonably requested by us in dealing with the claim.

This indemnity shall not apply to any claim to the extent that it results from:

- (e) Any use of the service by you other than in accordance with the terms of this agreement.
- (f) Any change to the service not made by us.
- (g) The combination of the service with any third party product and/or service unless and to the extent that the product or service concerned is also provided by us.

## **18. Data protection**

The terms set out in appendix 2 will apply in relation to any personal data that is processed in the context of this agreement.

## **19. Confidentiality**

We will keep confidential any confidential information which you provide to us in connection with the service and you will do the same in relation to any confidential information which we provide to you. Confidential information will include all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential. The obligations as to confidentiality set out above will not apply to any information to the extent that it is:

- (a) Available to the public other than because of any breach of this agreement or other obligation of confidentiality.
- (b) When it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.
- (c) Independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.
- (d) Required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

We may disclose your confidential information to any sub-contractors of ours who need to have access to it in order to carry out any obligations that are sub-contracted to them, but in that case we will ensure that the relevant sub-contractor enters into confidentiality obligations with us on substantially the same terms as in this agreement.

## **20. Term and termination**

The agreement under which we provide the service will come into effect the earlier of you registering to receive the service or receiving the order confirmation and will terminate after each of you and us has discharged our respective obligations in relation to the package that you have purchased per the order confirmation. Your access to the service will automatically be cancelled by us on completion of the last session of the package that you have purchased unless, prior to that point, you purchase another package. Notwithstanding this, this agreement may be terminated as follows:

- (a) Either you or we may terminate this agreement on giving a minimum of one full school term's notice (i.e. notice given in autumn term will terminate the agreement at the end of the spring term). Should you give notice to terminate this agreement so that the termination is to take effect prior to the completion of the package that you have purchased per the order confirmation, an early termination fee will be payable by you. The termination fee will be the price differential (if any) between the price you have been charged for the school terms (programmes) from inception to termination and the price that you would have been charged, per our price list, had you bought a package of the same duration at inception. Should we terminate the agreement early, we will refund you any amounts you have already paid in respect of any package to the extent that it relates to any school terms (programmes) falling after the date of termination.
- (b) Either you or we may terminate this agreement immediately by notice to the other:
  - (i) if the other has committed a material breach of this agreement and (in the case of a breach capable of remedy) has failed to remedy the breach within 30 days of being requested to do so by the party not in breach; or

- (ii) if the other is subject to an insolvency event.

In either such case, the agreement will terminate immediately.

- (c) We may terminate this agreement immediately by notice to you if you breach any of the terms set out in clause 9.

We may suspend your access to the service in any circumstances in which we would otherwise be entitled to terminate this agreement under clauses (b) or (c) above.

## **21. Liability**

We do not exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Subject to that:

- (a) The service is a complementary tool to the curricular activities undertaken at school. We do not guarantee the level of performance or improvement of a student through use of the service and will not be liable (whether due to breach of contract, negligence or for any other reason) for the failure of a student to attain any particular standard or academic results.
- (b) We will not be liable (whether due to breach of contract, negligence or for any other reason) for any:
  - (i) loss of profits or revenue;
  - (ii) loss of, or damage to goodwill; or
  - (iii) indirect, consequential or special loss.
- (c) Our liability under or in relation to this agreement or the service (and whether such liability arises due to breach of contract, negligence or for any other reason) shall be limited as follows:
  - (i) in relation to any given package booked by you, to the fee paid or payable for the package concerned.
  - (ii) in the aggregate (and in respect of all packages and claims under this agreement) to a total of £100,000.

## **22. Miscellaneous terms**

In relation to this agreement:

- We may sub-contract the performance of any of our obligations, but we will remain responsible to you under this agreement for performance of the obligations concerned in accordance with the terms of this agreement.
- You may not assign your rights under this agreement without our prior consent (not to be unreasonably withheld).
- Neither you nor we will be liable for any breach of this agreement (other than in relation to obligations as to payment) arising due to circumstances beyond the reasonable control of the party concerned.

## **23. Notices**

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:



- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied.; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

## **24. Update**

The terms and conditions for our one-to-one tutoring service may also be found on our website and are available for all prospective and existing customers to view at any time.

The terms and conditions as appended to the order confirmation will be those that apply to the agreement between us and you on the date of commencement of the package purchased.

We may change these terms at any time by notice to you. The updated terms will then apply with effect from the date on which you receive the notice and in relation to the service and all packages, programmes and sessions provided by us after that point, provided that:

- The updated terms will not apply prior to the date on which you receive the relevant notice (so the service provided up to that point will be subject to the terms as they applied prior to the update).
- If you do not wish to accept the amended terms, then you may terminate this agreement immediately by notice to us, in which case any outstanding programmes in the package purchased will be cancelled and we will refund you on a pro-rata basis in respect of any fees you have already paid in relation to the programmes concerned to the extent that the fees relate to any undelivered portion of the packages. You must exercise this right of termination within 10 days of the date on which you receive notice of the updated terms, failing which the right of termination will lapse and this agreement will continue in effect subject to the updated terms.

These terms were last updated on 1st September 2021.

## **25. Law**

This agreement and the order confirmation contain the complete and exclusive statement of the agreement between us and you, and supersede all prior proposals, understandings and all other agreements oral or written in respect of the service.

This agreement will be governed by English law. In relation to any dispute relating to this agreement, the parties submit to the exclusive jurisdiction of the English courts.

If any of the terms in this agreement are held to be unenforceable, invalid or illegal for any reason, the enforceability, validity and legality of the remaining terms of this agreement shall in no way be affected or impaired thereby and will continue in full force.

The failure of either us or you to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

## APPENDIX 1

### DEFINITIONS AND INTERPRETATION

#### 1. Defined terms

##### 1.1 Defined expressions

Expressions used in these terms that have particular definitions are as follows (reference to clause numbers being to clause numbers in the body of these terms unless stated otherwise):

<b>credentials</b>	defined in clause 9(b);
<b>data protection regulations</b>	<p>all laws and regulations applicable to any personal data processed under or in connection with this agreement, including but not limited to:</p> <ul style="list-style-type: none"><li>• the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;</li><li>• the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and</li><li>• all other legislation, associated code of practice or binding guidance issued by any relevant supervisory authority implementing or supplementing either of the foregoing;</li></ul> <p>all as amended, re-enacted and/or replaced and in force from time to time;</p>
<b>package</b>	means a series of programmes which run for a fixed number (minimum three) school terms with a fixed initial start date and final end date.;
<b>programme</b>	means sessions for a school term with a prescribed number of sessions a week and a prescribed number of weeks for the term.
<b>relevant terms</b>	defined in appendix 2;
<b>school hours</b>	means 8.00am to 5.30pm Monday to Friday during a school term; and
<b>school term</b>	means the autumn, spring or summer term of a school academic year, as appropriate;
<b>services</b>	defined in clause 2;
<b>session</b>	an online tutoring session for students;
<b>teacher</b>	teachers or classroom assistants authorised by you to book sessions and otherwise access the service on your behalf;
<b>upsell</b>	means additional sessions required each week, for one or more students, for one or more programmes (school terms) within the package;

**we, us**

Virtual Class Ltd trading as Third Space Learning;

**you**

the school or other academic institution that is our client.

## 1.2 Expressions from the data protection regulations

When used in these terms, the following expressions shall have the same meaning as in the data protection regulations:

- **personal data;**
- **controller;**
- **processor;**
- **processing;** and
- **supervisory authority.**

## 1.3 Insolvency event

The term "**insolvency event**" in relation to a person means any of the following events:

- (a) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person;
- (b) a chargeholder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person;
- (c) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the purposes of this agreement, the reference to £750 in section 123(1) of that Act shall be construed as a reference to £10,000);
- (d) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;
- (e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or
- (f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

## 2. Interpretation

### 2.1 Interpretation

In this agreement, unless it specifically says otherwise:

- (a) reference to a person includes a legal person (such as a corporation or limited company) as well as a natural person;

- (b) reference to these terms includes reference to the appendices and appendices and other documents attached to them or incorporated by reference into them (all as amended or added to from time to time);
- (c) reference to "including" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;
- (e) references to clause numbers or appendices shall be to those in these terms; and
- (f) reference to these terms shall include reference to them after having been amended, added to or replaced by new terms.

## 2.2 No partnership

Except to the extent that this agreement expressly says otherwise, nothing in this agreement shall create a partnership between the parties or give the rights of a partner to either party.

## APPENDIX 2

### DATA PROTECTION

#### 3. Compliance with regulations

In relation to any processing of personal data under or in relation to this agreement, we and you will each comply with (and shall ensure that our or your staff and/or subcontractors comply with) our respective obligations under the data protection regulations.

#### 4. Privacy policy

Personal data processed by us in relation to this agreement or the service will be processed in accordance with our privacy policy, which is accessible via our website (and may be updated from time to time).

#### 5. How we process personal data in relation to contracts

Although in providing the service we may in some respects process personal data in accordance with our agreement with you, because we determine how we use information you provide or we collect in the course of providing the service, what information is collected and the manner in which the service is performed and how the results of the tutoring sessions are reported to you, we will in general normally be a data controller in relation to the relevant data processing rather than a data processor (even though the purpose the data will be used for may in part have been agreed with you). This is in line with the relevant guidance from the Information Commissioner regarding data controllers and data processors, which can be found on the Information Commissioner's website at [www.ico.org.uk](http://www.ico.org.uk).

In relation to this agreement, each of us must comply with our obligations as a data controller when acting in that capacity in relation to any data processing related to this agreement which, in our case, will include ensuring that relevant personal data are:

- not processed except for the specified, explicit and legitimate purposes set out in this agreement or our privacy policy and are not processed in a manner that is incompatible with those purposes;
- kept in a form which permits identification of relevant data subjects for no longer than is necessary for the purposes for which the personal data are processed (although personal data may be stored for longer periods for statistical or research purposes in accordance with this agreement, subject to implementation of the appropriate technical and organisational measures to safeguard the rights and freedoms of the relevant data subjects); and
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

#### 6. Data processing

If and to the extent that we will be acting as a data processor on your behalf in relation to the processing of any personal data, this will be agreed in writing and the agreement will also describe the processing concerned.

#### 7. Obligations in any circumstances in which are acting as a data processor

In any circumstances in which we are acting as a data processor on your behalf in relation to the processing of personal data (which will be agreed in writing if that is the case), we shall:

- Process the personal data (including when making an international transfer of the personal data):

- only to the extent necessary in order to provide the service; and
- in accordance with the terms of this agreement and your written instructions from time to time;

unless otherwise required by law. Where we are required by law to process the personal data otherwise than as provided by this agreement, we will notify you before carrying out the processing concerned (unless the law also prevents us from doing so for reasons of important public interest).

- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this agreement.
- Take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom we authorise to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data (including by means of an appropriate contractual duty of confidentiality where the persons concerned are not already under such a duty under the law).
- Not engage any sub-processors in the performance of the service without your prior written consent and otherwise in accordance with these terms at all times.
- Immediately notify you if, in our opinion, any instruction given to us infringes the data protection regulations.
- Where applicable in respect of any personal data processed under this agreement, co-operate with and assist you in ensuring compliance with:
  - your obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the UK GDPR, including by notifying you of any written subject access requests we receive relating to your obligations under the data protection regulations; and
  - your obligations under Articles 32 – 36 of the UK GDPR to:
    - ensure the security of the processing;
    - notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
    - carry out any data protection impact assessments of the impact of the processing on the protection of personal data; and
    - consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by you to mitigate the risk.
- Ensure that any sub-processor we engage to provide any services on our behalf in connection with this agreement does so only on the basis of a written contract which imposes on such sub-processor terms equivalent to those imposed on us in this appendix or such other alternative terms as may be agreed with you (the **relevant terms**). We shall procure the performance by the sub-processor of the relevant terms and shall be directly liable to you for:
  - any breach by the sub-processor of any of the relevant terms;

- any act or omission of the sub-processor which causes us to be in breach of this agreement or either you or us to be in breach of the data protection regulations.

Where you have given a general authorisation to us to engage sub-processors, then prior to engaging a new sub-processor under the general authorisation we will notify you of any changes that are made and give you an opportunity to object to them.

- Allow you to monitor and audit our compliance with the data protection regulations and our obligations in relation to data processing under this agreement at any time during working hours. We will provide you promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If you believe that an on-site audit is necessary, we will give you reasonable access to our premises (subject to any reasonable confidentiality and security measures), and to any stored personal data and data processing programs we have on-site. You are entitled to have the audit carried out by a third party.
- If we transfer any personal data we are processing on your behalf:
  - to countries that do not have an “adequacy regulation” by the UK Government allowing personal data to be transferred or made accessible without additional requirements or safeguards being needed to protect the data transferred; or
  - to any third party (which shall include any of our affiliates) where such third party is located in a country that does not have an “adequacy regulation” by the UK Government allowing personal data to be transferred or made accessible without additional requirements or safeguards being needed to protect the data transferred;

we shall in advance of any such transfer seek your written instructions.

- Upon completion of the relevant services, we will at your discretion:
  - delete; or
  - return to you;

all personal data (including copies) processed under the relevant contract, except to the extent that we are required by law to retain any copies of the personal data concerned.

### APPENDIX 3

#### SUMMARY VETTING PROCESS FOR TUTORS

All tutors:

- (a) undergo a security check so as to provide him or her with a Police Clearance Certificate;
- (b) has, his or her Police Clearance Certificate renewed as per any expiry date given on the Police Clearance Certificate or if no expiry date is specified then it must be renewed within 2 years of the issue date; and
- (c) based on the Police Clearance Certificate, have no previous criminal convictions (other than driving offences not involving a custodial sentence);
- (d) provide written references and educational qualifications and certificates.

In addition all tutors must also:

- (d) be a graduate, or undergraduate, or professional tutor;
- (e) be maths specialists by degree or training;
- (f) have passed a formal English language test (speaking, writing and listening);
- (g) have completed and passed the Global Tutoring Programme – our training programme - before delivering sessions and receive regular ongoing CPD.