Maths Hub terms of service

Last updated 14 April 2021 · Last reviewed November 2026

For the one-to-one AI tutoring service, see the terms of service.

Contents

1. Who we are 1
2. The service we provide 1
3. These terms and the basis on which the subscription is provided 2
4. Glossary 2
5. Subscription period 2
6. Right of cancellation 2
7. Auto-renewal of subscription 2
8. Subscription charges 3
9. Who may use the service 3
10. Arrangements for use of the subscription 3
11. Things you must ensure in relation to your use of the service 3
12. Availability of TSL Maths Hub 4
13. Fees, invoicing and payment 4
14. Warranties 4
15. Non-exclusive licence 5
16. Intellectual property rights 5
17. Third party intellectual property rights 5
18. Data protection 6
19. Confidentiality 6
20. Termination 6
22. Liability 7
23. Miscellaneous terms 8
24. Notices 8
25. Update 9
26. Law 9
APPENDIX 1 – DEFINITIONS AND INTERPRETATION 9
APPENDIX 2 – DATA PROTECTION 12

Third Space Learning terms of service – TSL Maths Hub

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 68 Hanbury Street, London E1 5JL (referred to as "**we**" and "**us**").

2. The service we provide

We provide access for teachers to primary and secondary maths teaching resources and continuing professional development modules via a premium (paid) subscription to our online learning hub – Third Space Maths Hub ("**TSL maths hub**", the "**service**" or the "**subscription**"). The subscription is provided via our website, the URL of which is currently https://mathshub.thirdspacelearning.com.

New facilities may be added by us to the services 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).

3. These terms and the basis on which the subscription is provided

These are the terms on which we provide the subscription to the school or other academic institution (referred to as "**you**") that orders the subscription from us. In ordering the subscription 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, classroom assistants and other employees) in accordance with this agreement and for paying for the subscription you have ordered accordingly. We do not enter into any agreement with regard to the subscription with anyone other than you. You may only use the service on the basis of this agreement.

4. Glossary

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

5. Subscription period

Your subscription period starts on the date indicated on the order confirmation and lasts for the duration that is also listed on the order confirmation,

6. Right of cancellation

You will have the right to cancel this subscription and receive a full refund of the subscription charges on your first invoice. This right to cancel will expire 14 days after the date you enter into this subscription or (if earlier) on the date on which you access your first premium resource. To exercise the right to cancel, you must inform us of your decision by a clear statement before the cancellation period has expired. We will refund the subscription charges on your first invoice without delay and in any case within 14 days of the date of cancellation. Refunds will be made by the same means by which you paid (e.g. refund to the bank account or credit card that you used to pay the subscription).

7. Auto-renewal of subscription

The subscription will automatically be renewed after the minimum contract period unless notice to terminate is given by you in accordance with clause 21. The subscription will renew automatically for 12 months (the “**default renewal period**“) at each and every renewal date regardless of the duration of the contract that preceded it unless a notice to terminate has been given by you in accordance with clause 21.

We will notify our primary contact with you by email at the start of the final school term of your existing contract that your subscription will be auto-renewed at the end of the current school term unless notice to terminate is given by you in accordance with clause 21.

8. Subscription charges

We retain the right to adjust the termly subscription charge for any renewal period. Any such adjustment will apply only to the renewed subscription period and will not affect the charges for the current subscription period. In the event of an increase in the termly subscription charge for a renewal, we will notify you no later than 30 days before the start of the renewed subscription period. You will have 30 days after receiving notification of the increased subscription charge to inform us that you do not wish to continue with your subscription.

9. Who may use the service

The only people who may use the service (each referred to as a "**user**") are your teachers, class room assistants or other employees. When a teacher, classroom assistant or employee leaves you, they may no longer access or use the service. The individual ordering the subscription will be our primary point of contact in relation to the management and administration of the subscription by us.

10. Arrangements for use of the subscription

In order for you to use the subscription:

(a) You must place an order with us to purchase a subscription and agree to pay for the subscription 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.

11. 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;

(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 is use by an teacher or other employee at the school, and you will be liable to us accordingly.

(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) 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.

(e) 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 11.

12. Availability of TSL Maths Hub

We will use our reasonable endeavours to make the TSL Maths Hub available at all times during the duration of your subscription. Subject to that, we do not guarantee that the service will be available continuously or at any given time or that its use will be entirely uninterrupted or error-free.

13. Fees, invoicing and payment

The subscription fee and the contract period for your subscription, exclusive of VAT are as set out in the order confirmation.

The fees for your subscription will be, unless we expressly agree otherwise, 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.

We will invoice you for your subscription as annually no earlier than 30 days before the start each subscription year.

Invoices must, unless otherwise agreed in writing by us be paid in full 21 days after the date of the invoice.

Should a purchase order number be required on the invoice, the purchase order number for the subscription is to be emailed to finance@thirdspacelearning.com no later than 7 days after receipt of the order confirmation.

As set out in clause 8 we may increase our fees at any time but this will not affect the fees charged for the current subscription period. All fees are non-refundable except to the extent that we expressly and specifically agree otherwise.

14. Warranties

We warrant that:

(a) the service will operate in all material respects as described on our website; and

(b) the resources available on the TSL Maths Hub will have been designed, created and updated with reasonable care and skill and by means of appropriate qualified personnel;

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 TSL Maths Hub or to anything else supplied or provided by us under this agreement.

15. Non-exclusive licence

1. 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 is given solely to the school or academic institution purchasing the subscription 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 your subscription.

16. Intellectual property rights

The intellectual property rights in 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 TSL maths hub.

17. Third party intellectual property rights

We will indemnify you against any claim that the use of the TSL maths hub 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 in accordance with the terms of this agreement.

(f) Any change to the TSL maths hub not made by us.

(g) The combination of the TSL maths hub 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. Termination

To terminate this agreement, you must give notice by emailing teacher@thirdspacelearning.com or telephoning 020 3771 0093, subject to the following conditions:

(a) **No Termination in First Year**: You may not terminate the subscription during the first year of the initial subscription period, except as permitted under Clause 6 (Right of Cancellation).

(b) **Termination in Years 2 or 3 of Multi-Year Subscription**: If you have selected a 2- or 3- initial subscription period, you may terminate the subscription at the end of the 1st or 2nd year (as applicable) within 14 days from the date you receive the invoice for the 2nd or 3rd year (as applicable). If you terminate a 2- or 3- year subscription a year of 2 years early, an early cancellation fee will be payable by you. The early cancellation fee will be equal to the total amount of any

discounts applied to the subscription charges for the year already subscribed, which were granted due to your commitment to a longer contract period, as per our price list at the time of your order.

(c) **Termination of Auto-Renewal**: To cancel an auto-renewal of the subscription (whether for the default renewal period of three terms or an extended renewal period of six or nine terms), you must give notice within 14 days of receiving the invoice for the renewal period. If notice is given after this 14-day period, the subscription will continue for the full renewal period, and you will be liable for the associated charges.

Your access to the service will automatically be cancelled by us on or shortly after the last day of your subscription.

We may at our discretion and without justification refuse to renew your subscription at any time, following which your subscription will continue until the end of the current subscription, after which it will terminate.

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.

(c) We may terminate this agreement immediately by notice to you if you breach any of the terms set out in clause 13.

In any such case, access to resources will cease immediately and you will have no right to a refund of any charges already paid. 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.

22. 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 the subscription order by you to the fee paid or payable for the package concerned.

(ii) in the aggregate (and in respect of all subscriptions under this agreement) to a total of £5,000.

23. 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.

24. 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.

25. Update

The terms and conditions for subscriptions to our TSL maths hub 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 or provided via a link on your booking and/or 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 your subscription and the service 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 terms of your subscription 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 subscription. 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.

26. 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):

credentials	defined in clause 9(b);
data protection regulations	all laws and regulations applicable to any personal data processed under or in connection with this agreement, including but not limited to: • 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; • the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and • all other legislation, associated code of practice or binding guidance issued by any relevant supervisory authority implementing or supplementing either of the forgoing; all as amended, re-enacted and/or replaced and in force from time to time;
default renewal period	Means 12 months
fees	means the total charges payable by you for the service (exclusive of VAT);
initial subscription	means a subscription lasting from the start date given on the order confirmation for the duration also listed on the order confirmation
order confirmation	the order form sent to the purchaser by us setting out details of the subscription purchased and the fees for the service;
purchaser	means the individual who has ordered the subscription and agreed to pay for the subscription on your behalf;
service	defined in clause 2;
subscription	access to our digital platform that provides math tuition sessions to students
TSL maths hub	defined in clause 5(d);
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 charge holder, 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

2.3 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.

2.4 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

1. 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.

2. 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).

3. 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.

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.

4. 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.

5. 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.