TERMS OF SERVICE

Who we are

We are Virtual Class Limited (trading as MATR). 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.

Our services and resources are designed to be used to teach children studying in relation to Key Stages 1 & 2 in the UK National Curriculum (for more information on Key Stages 1 & 2, see https://www.gov.uk/national-curriculum/key-stage-1-and-2). You should not purchase a subscription to our services and resources 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 services and resources purchased by you. Because of the age of the child for whose benefit 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 services (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

Our services are 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). 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 (for example, if they were the options available, 25-minute or 50-minute sessions), 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, but you have to choose one session length or the other.

You may change to a different subscription length or add additional weekly sessions with sufficient notice and 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. The charge will be due on the date which you agreed to at the time of purchasing the subscription (dependent on the current promotion) and then on each succeeding monthly or weekly renewal date unless you cancel your subscription in the meantime. We sometimes postpone the first charge until the day before your first paid session or 30 days after subscribing, whichever is earliest. 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. The charge may be different depending on the length of session 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). Promotions may also discount the charge.

In return for your subscription charge, you will be allocated one tutoring session 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, 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 during the subscription process 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 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

Once you have purchased 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 or you access any of our resources. 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 any of our resources (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) 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

UKMATTERS:49538910.2
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.

Fixed term subscriptions

If you are purchasing a fixed term subscription (e.g. a 7-week only programme) we will automatically cancel your subscription after all tutoring sessions in the programme have been used and paid for. For example, if you purchased a 7 week programme consisting of 7 sessions billed weekly you will be billed 7 times. You will not be billed for more than the number of sessions in the programme. All other payment terms remain the same. You can continue purchasing before the end of your programme by contacting our support team in which case these cancellation terms will no longer apply.

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 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 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 subscription immediately on the basis of a breach of these terms by you.

Technical means of accessing our services and resources

It is up to you to obtain and have in place the technical and other facilities necessary to access our tutoring services and resources. Our 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 will be specified on our website and you should check these before you purchase a subscription.

Resources

Any learning provided 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 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 services and resources under the new version of these terms, you may cancel your subscription accordingly in accordance with these terms.

Your licence to use our services and resources

We grant you a non-exclusive licence to use our services and resources in accordance with these terms. This licence is personal to you and to your child will remain in effect until your subscription terminates (except in relation to the resources which you may continue to use after your 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 notified to you from time to time (and the user guidelines will be treated as forming part of these terms), and not to use our services or resources 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 services or resources:

- 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 services and resources and our contract with you will be in accordance with our privacy policy. You will be directed to our privacy policy prior to subscribing, and by subscribing 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 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 tutors may be resident and delivering the tutoring services 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 services

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:

support@matr.org

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 Leman Street, London E1 8EW.

Our contact details are set out above.

Last update

These terms were last updated in June 2019.

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