

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 we 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 **our services and resources** are provided, we contract with **you** in **your** capacity as the relevant child's **parent or legal guardian**.

Where **your** child's consent is required in relation to aspects of our **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 subscription under which **your** child is entitled to receive one tutoring session per week during the relevant period of a month (this is described in more detail below, in the section relating to *Charges*).

We will agree with **you** the day of the week and the time of the tutoring session with you at the start of your subscription, and 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.

The first period of a month of **your** subscription will start on the day on which **you** purchase it. Unless you cancel your subscription in the meantime, **your** subscription will then **renew automatically** for a further period of a month on the corresponding date in the following month (provided that if you purchase your 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.

Charges

A monthly subscription charge will be due in advance for each period of a month for the duration of **your** subscription. The charge will be due on the date on which **you** purchase the subscription and then on each succeeding monthly renewal date unless you cancel your subscription in the meantime. 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 (subject to **our** right to increase the charge on appropriate notice to you – see below for how and when **we** may increase the charges).

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, 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 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 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, after **you** have given notice of cancellation of **your** subscription and until your subscription terminates once all allocated tutoring sessions have been used up.

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).

It will not be possible to rearrange a given tutoring session to a different day or time. Tutoring sessions will only take place during the time period and on the day of the week that **you** booked when taking out the subscription. If **you** cancel an individual tutoring session, then assuming **you** give sufficient notice, **your** only right will be to retain the right to use the session concerned after **you** have given notice of cancellation of **your** subscription. Otherwise, no credit will be given or charges refunded for tutoring sessions that **you** cancel.

Failure to attend a tutoring session by you

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

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

Cancellation or failure to attend a tutoring session by us

We reserve the right to cancel any tutoring session by notice to **you** prior to the booked time of the session starting. In that event, or in the unlikely event of the tutor failing to attend a booked session, **you** may 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 subscription at any time, following which your subscription will continue until all tutoring sessions previously allocated to **you** have been used, after which it will terminate.

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

Tutors

Tutors will be carefully selected by **us** in order to be suitably qualified and competent to deliver the 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

Our learning resources are normally provided to **you** via email and, once provided to **you**, **you** are free to keep and 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 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 **September 2018**.

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