

TAO

Standard Terms and Conditions

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Rev01

Teaching Assistance Online Standard Terms and Conditions

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These Terms and Conditions

These terms and conditions set out what TAO does, how we do it and what basis. They also cover the responsibilities of each party, what is expected of them and what needs to happen should something go wrong. All parties who wish to work with TAO must accept and adhere to these terms and conditions, so it is important that you have read and understand them.

Glossary of Terms

We/Us/Our	Teaching Assistance Online trading under the brand of TAO. Contact details are set out on the Website which is at https://www.mytao.co.uk
TA	A registered Teaching Assistant, Learning Mentor or equivalent who has registered with and be approved by Teaching Assistance Online with whom the Guardian has a contractual agreement to deliver the Services in accordance with these Terms and Conditions unless specifically agreed to the contrary
Guardian	The parent or legal guardian of the Student and who contracts the Services on their behalf
Student	The child who receives the Services provided by the Teaching Assistant
User	Any individual who uses the TAO website (whether they are known, unknown, registered or not)
Services	The one-to-one, professional teaching and learning support provided to the Student and/or Guardian by the Teaching Assistant and associated information and communication
Form	An online form that needs to be completed by the Guardian prior to the First Session. This form includes contact details of all parties and summarises what Services are required such as number and frequency of Sessions. Completion also requires and provides the details to enable payment of the First Session via Credit Card to the designated PayPal account. The First Session cannot take place before the form is completed and payment made
Introductory Session	A 10-minute, free of charge online or telephone call between the Guardian and Teaching Assistant who initiates it. The purpose of the call is to clarify the details provided by the Guardian, ensure the Guardian's and Student's understanding of the Services and requirements are clear and that the Guardian is willing to proceed with the First Session. If the Guardian wishes to proceed then the timing for the first Session will also be agreed.
First Session	The initial Session that confirms the arrangement between Guardian and the relevant TA.
Session	A 45-minute online one-to-one meeting of the Teaching Assistant and Student during which the Services are delivered and that is arranged and confirmed between the Guardian and TA on an ongoing basis and in accordance with the identified need. A Session may or may not involve a Guardian as agreed between the Guardian and TA
Fee	The total amount of money charged for the Services delivered during a single Session unless otherwise stated. This is combination of the fee charged by the TA and the agency fee charged by Teaching Assistance Online. It includes any applicable VAT and sales taxes

Introduction

TAO was set up to help Students learn and work more effectively at home or remotely.

This is achieved by offering a supplementary and complementary one to one service to support the Student and those involved in the Students education specifically their Parent or Guardian and their school.

We help:

- Connect Students with potential Teaching Assistance or equivalent
- Reduce the pressure on the Students Guardian to ensure the Student is learning and getting their work done to a good standard and on time
- TA's and learning mentors to market their services

Our Responsibilities

We endeavour to:

Help Tas/Learning Mentors and Students to meet virtually by allowing TAs to advertise their Services on our Website, Guardians to then be put in contact with the relevant TA and book Sessions if required.

Maintain a functioning website although its function and operation cannot be guaranteed.

Interview and select TAs capable of delivering the Services.

Collect relevant information from and check the identity of all TAs.

Decide when a TA's profile is appropriate and sufficiently complete to be set live on the Website and be accessible by Users.

Introduce a Guardian and Student to their preferred TAs in an appropriate way and where a preference is expressed. Where a preference has not been expressed, We will introduce them to one or more TAs who, in Our opinion, have the skillset, qualifications, experience and availability closest to their needs.

Help ensure Session Fees are paid to the relevant TA accurately and promptly prior to each Session.

Ensure the Services are delivered in a professional and appropriate manner.

Ensure Complaints are processed promptly and in accordance with these Terms and Conditions.

Take reasonable precautions to protect TAs', Guardians' and Students', TAs' and Users' information.

Child Protection

We take children's safety very seriously and seek to provide the best service possible and provide a safe experience in which children can learn and flourish.

A Guardian has responsibility for the relationship between TA and Student, the frequency, duration and timing of the Sessions and must ensure that they are satisfied with the nature of this relationship and the Services provided and agree a suitable means and process of communication with the TA.

All TAs must comply with The Tutors' Association Child Protection Policy, whether they are a member of The Tutors Association or not, and the current Statutory guidance published by the Department of Education 'Keeping Children Safe in Education' and all other relevant legislation and government guidance. The Policy and Guidance can be found as follows:

- [Child Protection Policy](#)
- [Keeping children safe in education](#)

If any Guardian, TA or User has a concern regarding child protection, they must contact Us immediately.

Our designated Child Protection Officer is Mia Hale.

TA Status and Responsibilities

TAs are not employees of TAO and are solely responsible for their own actions both on and offline. This includes managing all aspects of the Guardian and Student relationship including booking Sessions, invoicing, payment and related communications.

All TAs must be at least 18 years old and must be legally entitled (possessing the relevant immigration status where relevant) to work in the UK on a self-employed basis.

All TAs must have a current and valid Basic Disclosure and Barring Service (DBS) check (as a minimum) or the equivalent including the Disclosure Scotland or Access Northern Ireland and provide Us with a validated copy. Enhanced checks are encouraged.

Such a checks must have been awarded within 2 years of the date on which a TA registers with Us and within 3 years at any point in time thereafter.

We are unable to verify any claim made by TAs howsoever communicated which relates to them having a valid background check other than through having received a copy of a current check.

TAs must complete our TA Questionnaire to become registered with Us and prior to being able to provide Services.

TAs are responsible for ensuring that the personal information they provide and their personal statements on the Website or through associated media and collateral are current, accurate and in no way misleading.

TAs must disclose any criminal convictions or cautions they may have to Us, including any criminal convictions or cautions received at any time after having become a TA and for as long as the TA remains associated with Us.

When a TA contacts a Student who is under 18, they must ensure that the Student is represented by a Guardian and that the Guardian gives consent for the Student to receive all aspects of the Services provided including the means of communication.

TAs must use their own judgement about whether they wish to provide Services. TAs must take every precaution to ensure that their conduct is courteous and professional, in keeping with that of a professional TA and educator and that their approach is considerate of the Students and Guardians specific circumstances.

With the role comes the need to build a relationship and create trust and emotional connection with the Student. However, this cannot be used to manipulate or exploit in any way and must only be used to ensure the effective delivery of the Services. All correspondence and communication with the Student or Guardian may only be in relation to the delivery of the Services.

TAs role is to encourage and assist. They must not complete or intend to complete coursework, or any similar assignments, on behalf of Students.

Profanity, abusive behaviour or defamatory or offensive language from the TA towards the Guardian or Student or member of our staff will not be tolerated.

TAs are responsible for the taking out and maintaining the relevant insurance policies necessary to deliver the Services.

TAs agree not to solicit Guardians or Students or disintermediate, undercut or usurp Us in any way and at any time within six months of the date of the most recent Session or related communication.

TAs agree that they will be appear on the website in an order dictated by Us. We reserve the right to change this order without notice and at any time.

TAs are responsible for initiating an Introductory Session and ensuring that all the necessary information has been provided and that the Guardian is clear and happy with the Services and prepared to proceed.

TAs must ensure that all written communication with Guardians (or Students with consent) to organise Bookings and arrange Sessions are clear, timely and acknowledged.

TAs must attempt to call the Guardian or Student, be able to provide evidence of the call and allow at least 15 minutes from the scheduled start time of a Session for Students to attend the Session. If TAs fail to do so, they will be liable to refund to the Guardian any TA Fee they have received for the relevant booking.

Should a TA fail to deliver one or more arranged Sessions, in whole or in part, they will be liable to refund to the relevant Guardian any payment that they have received related to this Session(s). In such circumstances, We may, at our discretion, choose to hold the TA liable to still pay any lost commission or related fees that would have been due should the Session(s) have been carried out.

Should a TA be late for or need to postpone one or more Sessions, they must provide evidence that they contacted the Student or Guardian appropriately to make them aware of their lateness or request and that the Student was happy to take the Session at a later time. Any TAs who fail to do so will be liable to refund to the Student any TA fee they have received for the relevant booking.

TAs are responsible for ensuring that they have the correct equipment to be able to deliver a Session.

TAs shall indemnify Us for all claims and liabilities arising out of any use by the TA of the Website, including any costs and expenses incurred.

Any TA who, in Our opinion, fails to comply with these terms and conditions may be immediately barred from working with us and providing the Services. We reserve the right to cancel any existing future Sessions at any time in such circumstances.

Guardian Responsibilities

We understand that whilst a Student may need a Session they may not always want a Session. We also understand that their attitude, mood, attentiveness and enthusiasm towards learning will vary. Whilst our TAs are all experienced educators and will work hard to ensure every Session is productive, it is the Guardian's responsibility to ensure that the Student is available and prepared for each Session with the correct equipment and information.

If the relationship between Student and TA does not seem to be working, the Guardian should address this directly with the TA and contact Us should this escalation be unsuccessful in delivering the required improvement.

Profanity, abusive behaviour or offensive or defamatory language from the Guardian or Student towards the TA or any member of our staff will not be tolerated.

We are not responsible for the acts or omissions of a Guardian who is solely responsible for their own acts or omissions.

No one under the age of 18 years old may formally book a Session with a TA. Students must be represented by a Guardian who gives consent for them to receive tuition from a TA via Us. We are not responsible for any dispute between a Student and their Guardian.

The Guardian must ensure that all their personal details and contact information provided on the Form are accurate and up to date and that they have given enough information to the TA to allow a Session to take place.

Should the Guardian still be interested in securing the Services once a Form has been completed then they must make themselves available for an Introductory Session with the relevant TA and ensuring that they provide what is necessary for the TA to deliver the Services and address their need to be best of their ability.

A Guardian must confirm the First Session booking following the completion of a Form and Introductory Session with the TA at least 48 hours before the Session unless agreed to the contrary, in writing, with the TA. Subsequent Sessions may be booked, re-arranged and confirmed by the Guardian with the TA at no less than 24 hours' notice.

When the First Session is confirmed, the Guardian enters into a direct contract with the TA for the provision of Services and We accept no liability in relation to the TA's provision.

Guardians agree not to circumvent or disintermediate, or attempt to circumvent or disintermediate, Us in any way or at any time within six months of the date of the most recent Session with the relevant TA.

Guardians must use their own judgement about the Services and relevance of TAs detailed on the website. Although We undertake reasonable checks to assess the suitability of each TA prior to setting their profile live on the website, Guardians are responsible for checking the credentials, expertise, references, qualifications and insurance policies of any TA with whom they confirm a Session or series of Sessions.

Should the TA seek to initiate a Session when the Guardian and/or Student are unavailable, they can cancel that Session and future Sessions at their discretion. Any Session that failed to take place due to the Guardian will not be refunded.

Any Guardian who fails, in Our reasonable opinion, to comply with these terms and conditions may be immediately barred from accessing any of Our TAs together with the related Services and we reserve the right to cancel any existing bookings in such circumstances.

Nothing in these terms and conditions affects a Guardians statutory rights.

Simply by agreeing to these terms and conditions, a Guardian is not required to sign up with any TA or make any Bookings.

Subject to paying for any Session booked, a Guardian may cease to use Our Services at any time.

User Responsibilities

Users:

Are responsible for their own security in conjunction with the services through the website, both online and offline.

Are responsible for the material they post on the website, including messages sent, and they must not post defamatory, offensive or illegal material and must immediately report to Us any defamatory, offensive or illegal material they view on the website.

Must exercise their own judgement regarding the accuracy of information provided on the website. We cannot and does not guarantee that all the content on the website is complete, accurate or up to date.

Must not use the website or TAs with the intention of engaging directly with other Users, Guardians or Students. Users must not promote opportunities or services of any company other than Ours on the Website.

Agree to abide by the Privacy Policy provided through the website.

Any failure to comply with these terms and conditions in Our opinion may be immediately suspended from using the website and Services. We reserve the right to cancel any existing bookings or Sessions in such circumstances.

Payment

The Fee for a Session payable by a Guardian will be displayed on the website at the time of booking the Session.

All Sessions will be paid for at least 24 hours in advance of the Session taking place.

If payment is not received 24 hours prior to a Session taking place, then a Session may be cancelled without notice.

Payment of the Fee will be made via a suitable Credit Card through the relevant PayPal Account. A Guardian must therefore have a valid Credit Card with sufficient credit available to pay for a Session, but it is not necessary for a Guardian to have a PayPal Account.

If any Guardian makes a Complaint (claiming for a Session where the TA failed to attend or making claim against Our 100% satisfaction guarantee), a Session Fee may or may not be refunded as appropriate, in accordance with these terms and conditions once the complaint has been processed and resolved.

If a Session does not take place because a TA does not attend within 5 minutes of the agreed start time, the TA will refund the Guardian the full Session Fee.

Should a Guardian seek to cancel a Session once it has started, no refund will be made.

Satisfaction Guarantee

To reflect Our confidence in the matching Services provided, We will, as a gesture of goodwill, refund a Guardian who qualifies for the 100% satisfaction guarantee the full total of the initial (non-replacement) First Session.

To qualify for this satisfaction guarantee, the Guardian must:

Notify Us of the fact that they are unhappy with their First Session by email or telephone within 48 hours of the First Session's scheduled finish time, giving their reasons for their dissatisfaction (We will note eligibility for the 100% satisfaction guarantee on their account)

Independently select an alternative, replacement TA, via Our website with whom they must book, confirm and pay for a First Session as a replacement First Session

Contact Us by email or phone within 48 hours of the replacement First Session's finish time to confirm their satisfaction

We reserve the right to determine whether a valid claim of dissatisfaction stands.

Before any refund is made to a Guardian under the terms of this satisfaction guarantee, the replacement First Session must have been arranged and paid for.

We will only offer the 100% satisfaction guarantee if the replacement First Session is completed within 2 weeks of the initial First Session (and not any later Sessions).

The satisfaction guarantee is limited to one claim per Guardian.

Where a Guardian is noted as eligible for the 100% satisfaction guarantee or a goodwill payment is made, We will, as agent for the respective TAs, ensure that the TA element of the Fees for the initial First Session are passed on to them.

We reserve the right not to make the goodwill payment if the Guardian has failed to comply with any of these terms and conditions.

Complaints

A formal complaint may be made to Us when a Guardian or Student feels that the Services provided by a TA falls below the standard that they can reasonably expect such as when the TA demonstrates repeated tardiness or is responsible for failing to deliver one or more Sessions without notice.

Should such a situation occur, and the Guardian is unable to resolve the issue satisfactorily with the relevant TA then the Guardian should inform Us either by telephone or email within 3 working days after their final correspondence with the TA.

All complaints will be logged once received from a Guardian. We will contact the TA promptly by a suitable means such as telephone or email to inform the TA that a complaint has been raised.

The TA is responsible for responding to Us with 3 working days and to present their side of the story together with providing all associated information.

We will then investigate the complaint fully, seek to resolve it as appropriate and inform the Guardian promptly as to our conclusion and our plan as to how to move forward.

We reserve the right to offer any Guardian, as a gesture of goodwill, an additional Session free of charge or make a refund a sum equivalent to the full Session Fee. Such an offer or payment will be awarded solely at Our discretion.

Intellectual Property

When submitting material to Us, Guardians TAs grant Us a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that material.

Limitation of Liability

Nothing in these terms and conditions in any way limits or excludes Our liability for negligence causing death or personal injury or for anything which is not permitted by law to be excluded or limited.

All Guardians, TAs and Users must give Us a reasonable opportunity to remedy any matter for which We are potentially liable before incurring any costs remedying the matter themselves.

We shall not be liable for any loss or damage caused by it or its employees or agents in circumstances where:

- there is no breach of a legal duty of care owed by Us or by any of Our employees or agents;
- such loss or damage was not reasonably foreseeable by both parties; or
- such loss or damage is caused by the Guardian, TA or User, for example by not complying with these terms and conditions.

To the extent permitted at law, the Guardian, TA or User will be liable for any reasonably foreseeable loss or damage We suffer arising from their breach of these terms and conditions or misuse of the website (subject to Our obligation to mitigate any losses).

The following clauses apply only if the Guardian, TA or User is not a consumer:

- To the extent allowed by law, the Guardian, TA, User and We exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in these terms and conditions. In this clause, any reference to Us includes our employees and agents.
- Our liability of any kind (including in respect of its own negligence) with respect to the website for any one event or series of related events is limited to a maximum of £100.
- In no event (including Our negligence) will We be liable for any:
 - economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
 - loss of goodwill or reputation;
 - special, indirect or consequential losses; or
 - damage to or loss of data (even if We have been advised of the possibility of such losses).
- the Guardian, TA or User will indemnify Us against all claims and liabilities directly or indirectly related to their use of the website and/or breach of these terms and conditions.
- These terms and conditions constitute the entire agreement between the parties with respect to their subject matter and supersede any previous communications or agreements. The parties both acknowledge that there have been no misrepresentations and that neither has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to these terms and conditions is excluded.

Information and Communications

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) between 09.00 and 17.00 on a week day;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

All notices under these Terms and Conditions must be addressed to the most recent postal address or email address notified to the other party.

Data Protection

When providing the Services, We and the TAs may gain access to and/or acquire the ability to transfer, store or process personal data pertaining to a Guardian, Student or User.

All parties agree that where such processing of personal data takes place, the Guardian or Student shall be the 'data controller' and We and the TA shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

We shall only process Personal Data to the extent reasonably required to enable us to provide the Services or

as requested by and agreed with a Guardian or User; we shall not retain any Personal Data longer than necessary and refrain from processing any Personal Data for Our or for any third party's purposes.

We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.

We shall implement and maintain technical and organisational security measures as are required to protect Personal Data processed by us on your behalf. Further information about our approach to data protection is specified in our Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: alan.ward@mytao.co.uk.

Circumstances beyond the control of either party

No party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

No waiver by Us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Changes

We may change these terms and conditions by posting the revised version on our website at least 14 working days before they become effective. Please check the website from time to time. Users will be bound by the revised terms and conditions if they continue to use the website or the Services following the effective date shown.

Severance

If any clause or any part of these terms and conditions is found to be unenforceable in law, the other terms and conditions will remain in force.

Governing Law and Jurisdiction

These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim will be decided only by the courts of England.