

The Client Terms and Conditions governing the sale of Tutors Tuition services

These are the terms under which we make a sale to you

Edinburgh Tutors Ltd: Client Agreement

Edinburgh Tutors Ltd Trading as: Tutors in Aberdeen, Edinburgh Tutors, Glasgow Tutors, Scotland Tutors.
Hereafter referred to as ET.

Last updated 18th November 2021

1. SCOPE OF THE ET Ltd CLIENT AGREEMENT

This document, herein referred to as the 'Client Agreement,' sets out the Terms and Conditions under which ET Limited, a company registered in Scotland (No SC339201) with a registered office at: Maisondieu, Kelso, Roxburghshire TD5 8JW, is herein referred to as 'ET' or 'We' grant to the Client, a limited licence to use Tutors provided by ET' either physically at agreed venues or face to face using online tools such as Google meets Skype Zoom or any virtual online platform provided by ET (hereafter referred to as the 'Site' and/ or 'Website').

ET facilitates the provision of the Tutorial Services through approved self employed Tutors.

ET does not deliver the Tutorial Services.

When the Client uses the Site, the ET Tutorial Services and the Learning Services (together, the 'Services'), they accept that this Client Agreement applies to that use in addition to any other terms and conditions, which may apply including the, acceptance of Cookies by the user.

This licence is a personal licence for the user, which is not transferable and may be revoked at any time.

This Client Agreement governs the activities of Clients in relation to their use of the ET Services. By using the Site and the Tutors Services, Clients accept these Terms and Conditions in full. ET reserves the right to change the terms relating to this Client Agreement (or any part) at any time, effective immediately upon posting on the Site.

Important note to Clients:

Please check this page of the Site periodically.

Read it carefully and ensure that you understand its effect before proceeding to use the Services

If you disagree with any part of the Client Agreement, do not use the Site or the Services.

If you are uncertain as to your rights under this Client Agreement or you would like any explanation about them please contact us by any means published on the site or by email alicia@edinburgh-tutors.co.uk.

2. DEFINITIONS USED WITHIN THE CLIENT AGREEMENT

Unless the contrary intention appears, the following definitions shall apply:

"Client"

The Student's parent or legal guardian responsible under UK law for the Student, or if the Tutorial Services are sought directly by a person aged 18 or over, then it shall have the same meaning as the Student.

“Confidential Information”	<p>Information (whether or not recorded or stored in any form including paper documents or in digital storage format) relating to Client or Student.</p> <p>Any information which is imparted or obtained under this Agreement by ET to the Client on, before or after the commencement in confidence (whether in writing, verbally, in any digital form, or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of ET including, but not limited to information pertaining to Tutors, Tutor Correspondence, logging in, ET’ correspondence and any other commercial, financial or technical information or other information relating to the business or prospective business of ET which might reasonably be considered to be confidential in nature.</p>
“ET”	ET Limited (Registered in Scotland UK, Co. No. 522482) having its Registered Office at Maisondieu, Kelso, TD5 8JW.
“Services”	<p>Refers to any and all of the following:</p> <ul style="list-style-type: none"> i) The provision of an interactive online learning platform ii) A website whereupon ET provides an online marketplace for Clients to contact Tutors. iii) The facilitation of the provision of Tutorial Services by Tutors to Clients via the Site. v) Back office support including customer services, billing, website and IT services.. vii) Access to additional learning support services as specified
“Sponsor”	Where a student is under 18 years of age, the Sponsor shall be responsible for managing the provision of all elements of the Services on behalf of a Student or Students
“Student”	The person requiring the services of the Tutor and receiving or potentially receiving Tutorial Services.
“Tutor”	The person registered with ET to provide the Tutorial Services to the Client
Tutorial Services”	Tutorial Services provided by the Tutor, including (but not limited to) any teaching, advice, discussion of and working through past papers with the Student, and the preparation, setting and marking of course work
“Account”	The secure account(s) created by the Client, which holds personal information and from where the Client can access the Services via their ET Login.

“Contract”	The period during which, and the terms upon which, the Client is provided with Tutoring Services by any one Tutor as agreed between the Client and the Tutor via the Site. The Contract is formed in accordance with the terms laid out in this document.
“Data Protection Legislation”	The Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
“Dispute”	Any dissatisfaction expressed by the Client or any complaint made by the Client or any other dispute or potential dispute or claim made by the Client in connection with the provision of the Tutorial Services.
“Intellectual Property Rights”	Patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up and trade dress including but not exclusively design, colour, the selection of font styles and size, in any and all forms including digital and analogue rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including with no limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“Losses”	Claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.
“Materials”	Content relating to the Tutorial Services (including images (audio and/or video or any form of visual), text, music, trademarks, symbols, logos and slogans).
“UGC”	(UGC = User Generated Content) means any content generated as a consequence of the interaction of any party using the site that generates content in any form including but not exclusively meaning, text, images, video, speech and other sound.

“Contact ET”

Any references to contacting ET shall mean contact by any or all of these means:

email: alicia@edinburgh-tutors.co.uk

Postal Address:

Edinburgh Tutors Ltd

Maisondieu

Kelso

Scotland, UK

TD58JW

Telephone: 01315818668

2.1 In this Agreement, a reference to one gender includes a reference to the other gender.

3. ET UNDERTAKINGS TO THE CLIENT

ET agrees to:

- i) provide the Services with due care, skill and ability and in a timely manner and in the best interests of the Client and the Tutor
- ii) observe all relevant legal requirements, including but not limited to Data Protection and Privacy
- iii) provide promptly and give to the Client all such information as they may reasonably require in connection with the provision of the Services.
- iv) Notify a tutor, through the Site or directly, on behalf of the Client where a Student becomes incapacitated in any way and unable to attend a scheduled Tutorial.
- v) Respond within 24 hours (or 48 hours when a communication is made over a weekend or Public Holiday) to enquiries, complaints and other communications in respect of the Services by a Client or prospective Client

4. CLIENT UNDERTAKINGS TO ET

4.1 Sponsors

Where a tutee is under 18 years of age, a Sponsor shall be responsible for managing the provision of all elements of the Services on behalf of tutee, including but not limited to:

4.1.1 Selecting a tutor or tutors appropriate to the needs of the tutee

4.1.2 Communicating with the Tutor as required to ensure that sessions are scheduled and fulfilled

4.1.3 Paying Client Fees directly to ET

Payments for tuition where we provide/arrange the tutor/tuition as part of our Services

You agree to pay us within 14 days of the invoice being sent to you by email. Should there be any reason you are not able to pay you must contact ET within the 14 days.

For your protection and comfort in dealing with a new company ET invoice you and you pay *after* you have received tuition. We will invoice you monthly via email, for received tuition in the previous month. Please look out for the email (and check your junk mail) as the email address is from our accountants - lorna.gaved@mccreathca.co.uk.

4.1.4 Communicating with ET

4.1.5 Providing all personal information that is required to allow ET to fulfil their commitments to the Client and to accredited Tutors and ensuring that this is correct and up to date

4.1.6 Observing any and all relevant legal requirements, including but not limited to Confidentiality, Intellectual Property.

4.1.7 Ensuring that the registered tutee(s) observe the terms of this and any other agreement

4.1.8 You agree under the terms of our agreement not pay the tutor, or cause the tutor to be paid directly by you, or others and for any reason connected to tuition or education. The only means of payment to the tutor for tuition is via ourselves.

4.1.9 You must not encourage the tutor, who is under contract to us to, circumvent or otherwise renege on their agreement with us and by any means . Should you break this condition you accept we will bill you for the average lifetime value of a client and the costs associated with marketing and administration.

4.1.10 Please give your tutor at least 24 hours-notice if cancelling or rescheduling the session. If the session is cancelled at the last minute, we will have to invoice you for that session.

We will invoke the cancellation schedule only where there is loss of earning to the tutor.

The schedule of penalties of cancellation is as follows:

48 Hours plus	No charge
Under 48 hours and more than 24 hours	50%
Under 24 Hours	100%

4.2 Students aged over 18 years

A tutee who is over eighteen (18) years of age and does not have a Sponsor, will be responsible for managing the provisions of all elements of the Services as defined in 4.1 above

4.3 Client Responsibilities

The Client agrees that, when using the Site and the Services and when booking and accepting the Tutorial Services, they will comply with any requirements as directed by ET and the Tutor as amended from time to time and in accordance with this Client Agreement.

The Client further and specifically agrees:

4.3.1 to provide all required technical equipment and/or other elements required for their access to and use of the Services;

4.3.2 to obtain and maintain any other Tools specified on the ET Web-site or otherwise communicated to the client in order to use and access the Services.

4.3.3 that any problem concerning a technical issue related to a Client's personal computer or internet service provider or connection to the internet, is the responsibility of the Client and that they are liable for the cost of any disruption to scheduled Tutorial Services which arise as a result of same.

4.3.4 to procure, maintain and pay for the latest available version of security software to protect against the transmission of viruses and other computer malware during access to and use of the Services

4.3.5 to provide promptly and give to the Tutor all such information as they may reasonably require in connection with the provision of the Services

4.3.6 to notify ET immediately should the Tutee become incapacitated in any way and unable to attend a scheduled Tutorial.

4.3.7 to be solely responsible in assessing the suitability of a Tutor to deliver the Tutoring Services after the Tutor has been registered by ET and included on the ET database.

4.3.8 to contact a registered and listed Tutor via means provided by the Site only.

4.3.9 that other means of communication with a registered and listed Tutor is prohibited. Unless specifically permitted by ET.

4.3.10 not to act as an agent to promote the services or opportunities of any other company or individual who provide Tutorial services.

4.3.11 not to publish any abusive comments about a Tutor or another Student on the Site or any other place

4.3.12 to use the website in a responsible and secure manner and not to share confidential information or access to any parties other than registered users of the site

4.3.13 to notify ET immediately if they suspect any unauthorised access to their account or abuse of the site by any party.

5. PAYMENT FOR SERVICES

6.1 All prices relating to Tutorial Services are reviewable by ET and shall become effective immediately upon posting on the Site and will be applicable to all bookings made after such posting.

6.2 Payments will be made through online banking direct to ET any subsequent ET website payment interface or by credit card.

6.3 All sessions and other products will be paid as agreed with ET.

6.4 When the payment is authorised the Client will receive a confirmation email from ET and the session will be considered to have been purchased

This text (the Client agreement document in whole or part) however communicated, designates the conclusion of a binding and legally enforceable Contract for the supply of the Services in accordance with this Client Agreement.

6.5 Payment can only be made from the Client Account as registered on the site.

6.6 If for any reason a payment is not authorised the Client will be notified by email.

6.7 ET reserves the right to suspend or terminate the Client's ability to purchase Tutorial Services at any time and for any reason without liability to ET.

Where terminated, the ET Login and Account shall be deactivated.

6.8 ET reserves the right to terminate the Client's Account after a six (12) month long continuous period of inactivity. This means that the Client will no longer be permitted to use any of the Services provided via the Tutor(s) provided by ET.

In case of such a termination, the Client will not be permitted to re-access the Tutor(s) and ET' Services without ET' express written permission and any terms intended to survive termination shall continue.

7. TECHNICAL PROVISIONS

7.3 ET makes no warranty, guarantee or representation as to, and accepts no liability for, the availability or suitability of the Site and/or the ET' Services.

8. CONDUCT AND FRAUD

8.1 The Client may only access the Site and use the Services for lawful purposes. The Client is solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to Your use of the Services.

8.2 The Client agrees to treat the Tutors with respect and not use obscenities, make threats, or discuss matters other than those directly related to the subject of the Tutorial.

8.3 Save for where it may be deemed necessary as in clause 11, The Client agrees that they will not disclose any information to a Tutor that could be considered personally identifiable information including Your address, telephone number, email address, National Insurance number, password or any other information that could be used to identify or locate them.

A violation of this Agreement may lead to a suspension of Your Account

Notwithstanding this clause, it is understood that ET will pass Your name on to Your Tutor and the Client hereby forfeits their privacy and anonymity under this Client Agreement to the extent necessary to utilise the Services.

8.4 The Client agrees that they will not solicit any such information from any Tutor, and agrees that if any Tutor ever discloses such information to them, asks for any personal information, or suggests any offline meeting or conversation, the Client will immediately report this to ET.

8.5 The Client acknowledges that ET may screen UGC and shall have the right (but not the obligation), in our sole discretion, to remove any UGC.

ET may terminate any Tutorial where we consider, in our sole discretion, that the Client is uploading or otherwise transmitting inappropriate content.

Without limiting the foregoing, we have the right to remove any UGC that violates this Client Agreement or is otherwise, in our sole opinion, objectionable.

8.6 The Client shall not, without the prior written consent of ET, at any time from the date of commencement of this Client Agreement to the expiry of six (6) months after termination of this Client Agreement whereupon the Client's Account and ET Login are deactivated, solicit or encourage one to one tuition or other tuition services either in person or online to a person who is, or has been, a Tutor introduced to the Client by ET.

9. INTELLECTUAL PROPERTY

9.1 When using the Services, if the Client publishes any UGC via the Site by way of uploading text, images or videos or contributing to publicly accessible areas of the Site, they automatically grant:

a. to ET, a worldwide, non-exclusive, royalty-free, perpetual, transferable license (with right to sub-license) to use, record, publish, distribute, prepare derivative works of, display and perform all that UGC, or any part of it, and the Intellectual Property Rights therein, in connection with the provision of the ET Services, including without limitation the reproduction and sale of the UGC, or any part of it, and products incorporating the same for use by any person anywhere in the world including promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels;

b. to each user of the Services whether registered as a Tutor or Client or not, a worldwide, non-exclusive, perpetual, royalty-free license to access Your UGC through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such UGC to the extent permitted by the functionality of the Services and under the terms of this Agreement.

"Publicly accessible" areas of the Site are intended by ET to be those parts of the Site that are available to all of those visiting the Site whether registered on the Site or not.

9.2 The Client acknowledges that all Tutorials that they participate in may be recorded and agrees to the storage and use of such Recordings by ET within the terms defined in this document.

9.3 The Client agrees that any UGC they contribute to Tutorials or to the Site and/ or Services in general will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless they have a formal agreement or permission from the rightful owner, or are otherwise legally entitled to use the UGC in question and to grant the licenses referred to in clause 10.1a and 10.1b.

9.4 All Intellectual Property Rights in all Materials produced by the Tutor pursuant to the performance of the Tutoring Services shall be the property of the Tutor.

9.5 The Intellectual Property Rights contained on the ET Site cannot be used, modified, copied, distributed, adapted, altered, or in any way dealt with, without ET' written permission.

The Client acknowledges that all Intellectual Property Rights in and relating to ET are owned by ET or ET' licensors.

10. CANCELLATIONS, RESCHEDULING, NO-SHOW

10.1 This clause shall not apply to any cancellation or termination of a Tutorial under clause 14.2.

10.2 The Client agrees that the Tutor will have reserved a time slot and use of the online virtual classroom and therefore agrees that the Tutorial Services shall commence on the Deemed Start Date and hereby waives their statutory cancellation rights to the extent possible pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") and agree for the Services to start on the Deemed Start Date

For the avoidance of doubt, once the Client has made payment of Client Fees, in the event that the Client wishes to cancel the Tutorial Services ordered, the following cancellation provisions shall apply:

a. if cancelled more than forty-eight (48) hours prior to the online Tutorial start date and time, the Client will be offered either:

- i. a re-scheduled Tutorial, or failing agreement on that
- ii. their Account will be credited with the full equivalent amount.

b. if cancelled within forty-eight (48) hours of the online Tutorial start date and time, and not rescheduled with the agreement of ET, the Client shall forfeit 100% of the Client Fees payable.

10.3 All Tutorial cancellations (and any refund requests or requests to re-schedule) must be made in writing to support@ETtutors.co.uk with "IMPORTANT – CANCELLATION REQUEST" or similar message in the subject line). A refund granted under clause 11.2b(ii) shall be subject to the Client following the notification process in this clause 11.3 in all circumstances.

10.4 If a Student simply does not show up to their Tutorial and the Client does not notify ET, the Client will not be entitled to a refund in whole or in part under any circumstances.

10.5 Where there has been a Cancellation Notification of a Tutorial by a Client pursuant to clause 10.2a(ii), the equivalent Client Fees shall be credited back to the Client's Account within three (3) days of ET' receipt of the Cancellation Notification or as soon as reasonably possible and circumstances allow.

11. FEEDBACK

11.1 The Client is encouraged to leave an assessment of the Tutor who has provided or is providing Tutorial Services and the Site is designed to facilitate this.

11.3 A Tutor or a Client can report or raise any issues or concerns that they might have with the other to ET at any time. Whether such feedback is complimentary or more akin to a Dispute, ET will have full discretion as to whether they inform the other of such feedback. Where deemed necessary by ET and where ET will be sole judge ET is entitled to carry out an investigation upon receipt of such feedback or comments and in exceptional cases, ET is entitled to suspend the ET Services until an investigation is carried out and may in exceptional cases be entitled to terminate Your Agreement forthwith under clause 15.

12. DATA PROTECTION AND PRIVACY

12.1 In respect of any Personal Data (as defined in the Data Protection Act 1998 (the '1998 Act')) processed by ET and the Tutor pursuant to this Client Agreement, both parties warrant that they shall comply and will continue to comply with the Data Protection Legislation and any regulations made thereunder (including but not limited to the Data Protection Principles, as defined in the Data Protection Legislation).

12.2 The Client agrees that by releasing any Personal Data as submitted by the Client on the Site, they acknowledge that they are willingly providing their Personal Data in an attempt to initiate contact with one or more potential Tutors. They understand that by accepting this Client Agreement, ET and the Site are not responsible for any advice or information given by a Tutor who a potential Client elects to initiate communication with and that by releasing any of their Personal Data, it is understood that they forfeit their privacy and anonymity under the Terms of this Client Agreement to the extent necessary to utilise the Services.

13. DISPUTES

13.1 All Disputes reported to ET by a Client (or by a Tutor) via the Site will be investigated at ET' sole discretion.

The parties agree that they shall attempt in good faith to resolve any Dispute promptly through negotiations between the Client and an officer of ET.

ET will use all reasonable endeavours to provide a written response via email to any issue raised by a Client or a Tutor via the Site within fourteen (14) days.

ET reserves the right to inform a Tutor or a Client respectively of any Dispute raised against them and to provide them with a copy of any response provided by ET.

13.2 During any given Contract, the Client must inform ET immediately and in any event, within twenty-four (24) hours, of any Dispute they may have with a Tutor in connection with the provision of the Tutorial Services rendered by a Tutor or otherwise.

13.3 The Client agrees to cooperate fully with ET in resolving any Dispute with a Tutor.

13.4 ET reserves the right to suspend a Client's Account with immediate effect while an investigation is conducted. The Account may be reactivated once an investigation has been completed.

13.5. The consequence of any investigation instigated by the Client or a Tutor is entirely at ET' discretion.

14. TERMINATION

14.1 Subject to 15.2, these Client Terms shall commence on the date ET activate the Client's Account on the Site and shall continue unless terminated with immediate effect (without compensation) upon either party serving Written Notice on the other or, if the Client is committed to an existing Contract, upon the conclusion of the existing Contract provided that ET has no objections to the continuance of an existing Contract.

14.2 ET reserves the right to terminate this Agreement with the Client immediately without compensation or Written Notice if the Client commits a breach of any of the Terms defined in this Client Agreement, or if:

- a.** any information provided by the Client is found to be untrue, inaccurate, out-of-date, or incomplete;
- b.** the Client acts in any way that has brought, or could bring, ET in to disrepute;
- c.** a Student does not show up at a Tutorial without having cancelled it or the Client repeatedly cancels Tutorials.

14.3 In the event of any such termination, the Client shall pay for all Tutorial Services already successfully delivered and which are not the subject of a Dispute as at the date of termination and neither ET nor the Tutor shall be liable for any Losses incurred by the Client after the date of termination.

For the avoidance of doubt, if ET terminate this Agreement with the Client and the Client has ordered and paid for Tutorials in advance, ET Tutor will refund the Client all the pre-payments within fourteen (14) calendar days of termination.

14.4 :ET reserves the right to forbid a Student to re-register with a different Sponsor. If a Sponsor acts for more than one Student, ET terminating a contract with any one Student shall not affect the same Sponsor's ability to sponsor or continue to sponsor a new Student or existing Student respectively.

15. WARRANTIES AND INDEMNITIES

15.1 The Client undertakes to ET and the Tutor that:

- a. the person who registers on the Site on behalf of the Student is at least eighteen (18) years of age.
- b. The Client is personally responsible for the information posted by them on the Site and submitted throughout Sign Up and Registration which they shall ensure is accurate, true, up-to-date and complete at all times during the Contract.
- c. The Client is wholly responsible for the appropriateness and the content of any UGC used and/ or submitted by them during their Contract. No UGC will be offensive or defamatory.
- d. The Client will comply with all the Client undertakings set out in this Client Agreement.
- e. The Client will only ever contact a Tutor via the Site.
- f. The Client will at all times to comply with the provisions of the Data Protection Legislation.
- g. The Client will comply with all applicable laws, regulations and codes of practice, which regulate the activities of the online environment.
- h. The Client will protect their unique password in accordance with clause 5.
- i. The Client accepts full responsibility for any Disputes raised as a result of issues connected to the performance or non-performance of their ET equipment Tools affecting their proper access to the Tutorial Services.
- j. The Sponsor and / or the Student understand and is familiar with good practice and current UK Got, Safeguarding Policies and Procedures in respect of child protection and online safety.

These links are provided for guidance and are not warranted as providing the appropriate level of protection required by any user.

The internet Society - [Online Safety For Children - How To Protect Kids Online](#)

The UK Gov. - [UK Council for Child Internet Safety \(UKCCIS\) - GOV.UK](#)

15.2 The Client shall indemnify and hold harmless ET (and any Tutor as the case may be) on demand, and shall keep ET (and any Tutor) fully and effectively indemnified against any and all Losses arising out of or in connection with:

- a.theServices
- b. any breach of this Client Agreement or breach of obligation or warranty by the Client or the acts or omissions of the Client (other than and to the extent that any losses arise directly from breach of this Client Agreement by ET or by ET' negligence);
- c. any and all claims, complaints or legal proceedings instigated by a Tutor against the Client.

16. LIMITATION OF LIABILITY

16.1 The Client agrees that subject to clause 17.2, ET shall in no circumstances be liable to them in contract, tort (including negligence) or otherwise for any consequential, special or incidental loss or damage (whether direct or indirect) or any loss of profit, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation arising from the Client's use of the Site or the Services.

ET liability to the Client whether in contract, tort or otherwise shall in no circumstances exceed the total Client Fees paid by the Client in the one (1) month preceding the date on which the liability arose.

16.2 Nothing in this Client Agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

16.3 For clarification, the ET' Services are primarily (but not exclusively) designed to be used within the territory of the United Kingdom and except as expressly set out in this Agreement, ET gives no warranties and excludes all other express or implied terms, conditions and warranties to the fullest extent permitted by law.

17. GENERAL

Assignment: The Client shall not, without the prior written consent of ET, assign, transfer, charge, sub-contract or deal in any other manner with all or any of their rights or obligations under the Terms of this Client Agreement. ET may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Terms of this Client Agreement.

Enforceability: If any one or more of the provisions of this Client Agreement should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the parties shall amend this Client Agreement to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.

Entire Agreement: This Agreement together with our published policies on the web-site in relation to the Client's use of the Site and the Services replaces any prior statements or agreements relating to any contained subject matter. Each of the parties acknowledges and agrees that in entering into the terms of this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement.

No Partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

18. THIRD PARTY RIGHTS

User may enforce the Tutor Terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, these Tutor Terms do not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

20. LAW AND JURISDICTION

All of the Terms within this Client Agreement are governed by Scottish Law as it applies internationally and within the United Kingdom of Great Britain and Northern Ireland and any disputes arising in relation to the Contract with Tutors, the Site or the Services are subject to the exclusive jurisdiction of the Scottish Courts.