

Invicta Academy CIC - Book Teachers TERMS & CONDITIONS

1. Introduction

1.1 Invicta Academy CIC trading as Invicta National Academy Book Teachers website page allows registered users to search for a teacher for private one to one tuition, provisionally book a teacher for private tuition and/or ask a teacher a question via the forum function and allows teachers to offer their private tuition services. All of these terms and conditions apply to registered users and teachers, unless they specifically state otherwise.

1.2 The Book Teachers website page is owned and operated by Invicta Academy CIC registered in England and Wales under company number 12716495. Invicta Academy CIC's registered office is at Colgates, Shoreham Lane TN14 7BY as set out on the website, which is at www.invictaacademy.com.

1.3 By applying via our website the registered user agrees to be bound by these terms and conditions. These terms and conditions are legally binding – every registered user should read them fully before agreeing to them. If a registered user does not wish to be bound by these terms, they should not use the Book Teachers website page.

1.4 Certain words are defined in clause 10 (Definitions) of these terms and conditions.

2. Invicta Academy CIC Rights & Responsibilities

This clause sets out what Invicta Academy CIC provides via the Book Teachers website page:

2.1 To allow registered users to search for teachers to provide private tuition and/or provisionally book teachers to provide private tuition, to allow suitably qualified teachers to apply to offer their tuition services.

2.2 To use reasonable endeavours to check the identity of all teachers and to check all teachers have an enhanced DBS check. (But if a registered user or student is concerned about any teacher, do not meet a teacher alone online.)

2.3 To decide when a teacher's application is sufficiently complete to allow the teacher's profile be added to the Book Teachers webpage.

2.4 To communicate new provisional bookings, confirmation of bookings and cancellations, to both registered users and teachers by email (except where a teacher has chosen to alter their notification settings to exclude email communication and/or use of the online booking system).

2.5 To endeavour to ensure complaints are considered promptly and in accordance with these terms and conditions.

2.6 To take precautions Invicta Academy CIC considers appropriate to protect registered users' and teachers' information.

2.7 To monitor postings made on the website page by registered users and teachers. Invicta Academy CIC does so in the hope of helping to share useful information with registered users, but also to stop misuse of the website page, as set out in these terms and conditions.

2.8 To charge an annual registration fee allowing registered users to search for and book a teacher for private tuition purposes.

3. Registered User Responsibilities – this applies to both registered users, students and teachers, and anyone else who uses the website page

3.1 Registered users are responsible for their own security in conjunction with the services offered via Invicta Academy CIC, both online and offline.

3.2 Registered users are solely responsible for the material they post on the website page, including messages sent, and they must not post defamatory, offensive or illegal material.

3.3 Registered users must immediately report to Invicta Academy CIC any defamatory, offensive or illegal material they view on the website page.

3.4 Registered users must exercise their own judgment regarding the accuracy of information provided on the website page. Invicta Academy CIC cannot and does not guarantee that all of the content on the website page is complete, accurate or up-to-date.

3.5 Registered users must not use the website page with the intention of engaging directly with other registered users outside of the Invicta Academy CIC Book Teachers environment. Registered users must not promote opportunities or services of any organisation other than Invicta Academy CIC on the website.

3.6 Registered users agree to abide by the Privacy Policy provided on the website.

3.7 Any Registered user who fails, in Invicta Academy CIC's opinion, to comply with these terms and conditions may be immediately suspended from using the Book Teachers service, the website and any related services. Invicta Academy CIC reserves the right to cancel any existing bookings in such circumstances.

3.8 Invicta Academy CIC is not responsible for the acts or omissions of students, registered users or teachers and is solely responsible for its own acts or omissions.

3.9 Students must be at least 18 years old to book a teacher for themselves. Students under the age of 18 must be represented by a parent or legal guardian who gives consent for them to receive tuition from a teacher via Invicta Academy CIC. Invicta Academy CIC is not

responsible for any dispute between a person under the age of 18 and a parent or guardian.

3.10 Registered users must ensure that all of their personal details and contact information are accurate and up-to-date. Invicta Academy CIC may contact registered users by email and/or text message and/or telephone.

3.11 A provisional booking may be made, via the website, once the annual registration fee has been paid. Once an initial provisional booking has been made and the annual registration fee has been paid both parties will receive notification from Invicta Academy CIC after which it is up to both the registered user and teacher to confirm the provisional booking and any further bookings. The latest a provisional booking can be made depends on the individual teacher's availability.

3.12 In order to make a provisional booking with a teacher via Book Teachers webpage, the registered user must have paid the annual registration charge, which is non-refundable.

3.13 When a provisional booking is confirmed, the registered user enters into a direct contract with the teacher for the provision of private tuition sessions and Invicta Academy CIC accepts no liability in relation to the teacher's provision of private tuition sessions.

3.14 Registered users must ensure that they have given enough information to the teacher, including their correct e-mail address and/or mobile telephone number, to allow the teacher to contact them to make the provisional booking final.

3.15 Registered users and students must use their own judgment about the services of teachers they choose to book provisionally. Although Invicta Academy CIC undertakes certain checks to assess the suitability of each teacher prior to them commencing tuition, registered users are responsible for checking the credentials, expertise, references, qualifications and insurance policies of any teacher with whom they confirm.

3.16 Registered users and teachers are responsible for checking that bookings made between the parties are done so correctly.

3.17 Any Student who fails, in Invicta Academy CIC's reasonable opinion, to comply with these terms and conditions may be immediately barred from using the Invicta Academy CIC website page and any related services.

4. Cancellations

4.1 Registered users may cancel a provisional booking, at any time before the booking is made final with the teacher. Thereafter, then cancellation policy that applies is that of the individual teacher.

4.2 Nothing in these terms and conditions affects a registered user's statutory rights.

4.3 Simply by agreeing to these terms and conditions, a registered user is not required to sign up with any teacher or make any bookings.

4.4 A registered user may cease to use the Invicta Academy CIC Book Teachers service at any time.

5. Teacher Status and Responsibilities

5.1 Teachers are not employees of Invicta Academy CIC and are solely responsible for their own actions both online and offline in relation to providing services on behalf of Invicta Academy CIC.

5.2 Teachers must be at least 18 years old.

5.3 Teachers must be qualified.

5.4 Teachers should not contact students directly who are under 18, they must communicate via the registered user.

5.5 Teachers are responsible for ensuring that the personal information they provide is accurate and in no way misleading. They must update this information promptly to maintain its accuracy.

5.6 Teachers must disclose any criminal convictions or cautions they may have to Invicta Academy CIC, including any criminal convictions or cautions received at any time after having applied or registered to supply private tuition via the Book Teachers website page, for as long as the teacher remains registered with us.

5.7 All teachers must have an enhanced DBS check.

5.8 Any teacher who, in Invicta Academy CIC's opinion, fails to comply with these terms and conditions may be immediately barred from using the website and related services. Invicta Academy CIC reserves the right to cancel any existing provisional bookings made via our website page, at any time in such circumstances.

5.9 Teachers must use their own judgment about whether they wish to offer their tuition services to each individual student via the registered user. Teachers must take every precaution to ensure that they work in a safe environment and are responsible for taking out and maintaining their own insurance policies to cover the work they undertake.

5.10 Teachers should respond PROMPTLY to messages received from Invicta Academy CIC and registered users, and should check their emails from Invicta Academy CIC daily.

5.11 Teachers must not complete coursework, or any similar assignments, on behalf of students.

5.12 Teachers shall indemnify Invicta Academy CIC for all claims and liabilities arising out of any use by the teacher of the website, including any costs and expenses incurred.

6. Payment

6.1 Payment for all private tuition sessions booked provisionally via the Invicta Academy CIC website is the responsibility of the registered user and will be paid by them directly to the teacher.

6.2 Invicta Academy CIC bears no responsibility for arranging or fulfilling payments between the parties soliciting private tuition.

7. Complaints

7.1 A registered user should raise any complaints relating to the private tuition supplied directly with the teacher.

7.2 Invicta Academy CIC accepts no liability in relation to complaints and the services provided by a teacher.

8. Safeguarding

8.1 All Teachers must comply with the Invicta Academy CIC Safeguarding Policy, and all relevant legislation and government guidance. The Policy can be found at www.invictaa-cademy.com

8.2 Invicta Academy CIC bears no liability for safeguarding issues arising from or during private tuition sessions. Registered users and/or students concerned with any safeguarding issue should contact their local Multi Agency Safeguarding Hub.

9. Disclaimers and Limitation of Liability

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

9.2 All Registered users must give Invicta Academy CIC a reasonable opportunity to remedy any matter for which Invicta Academy CIC is potentially liable before incurring any costs remedying the matter themselves.

9.3 Invicta Academy CIC shall not be liable for any loss or damage caused by it or its agents in circumstances where:

- there is no breach of a legal duty of care owed by Invicta Academy CIC or by any of its agents;
- such loss or damage was not reasonably foreseeable by both parties; or

- such loss or damage is caused by the Registered user, for example by not complying with these terms and conditions.

9.4 To the extent permitted at law, the registered user will be liable for any reasonably foreseeable loss or damage Invicta Academy CIC suffers arising from the Registered user's breach of these terms and conditions or misuse of the website (subject of course to Invicta Academy CIC's obligation to mitigate any losses).

10. Definitions

10.1 "Booking" means the provisional booking for an individual tuition session made initially via Invicta Academy CIC Book Teachers webpage.

10.2 "Tuition Session" means, unless otherwise specified, a one-to-one tuition session between a student and a teacher.

10.3 "Student" means a registered user who has applied for and been offered a tuition session via Invicta Academy CIC. The registered user must be at least 18 years old. Where the learner is under 18 years old, the registered user will be their parent or guardian.

10.4 "Annual Registration Charge" means a fee charged annually to users of the Book Teachers webpage which allows them to directly book the private tuition services of any teacher, who is available and willing, advertised on the Book Teachers page.

10.5 "Teacher" means a registered user who has applied to offer their tuition services and their application has been accepted by Invicta Academy CIC.

10.6 "Invicta National Academy " means the Invicta Academy CIC

10.7 "Registered user" means a person who uses our website (whether or not they have applied for, booked or received tuition from us).

10.8 "Website" and "Website Page" means the website www.invictaacademy.com