

# The Language List

## Terms & Conditions

### **DISCLAIMER - READ BEFORE ENTERING THIS WEBSITE**

BY ENTERING THIS WEBSITE, YOU CONFIRM YOUR AGREEMENT TO THESE USER TERMS AND CONDITIONS

The Language List website and the content available through it, are intended solely for persons who are 18 or older. Any access by anyone under 18 is expressly prohibited. By using The Language List website, you represent and warrant that you are 18 or older.

DO NOT USE THE LANGUAGE LIST WEBSITE OR ANY OF THE CONTENT AVAILABLE THROUGH IT IF YOU DO NOT AGREE TO THESE USER TERMS AND CONDITIONS.

The Language List is an online platform through which Tutors are able to display their Qualifications, Tuition, Accommodation and Additional Services and Students are able to choose and book directly with Tutors according to their preferences. The Language List is not a party to legal agreements entered into between Students and Tutors and excludes liability to Students and Tutors and any other person to the maximum amount permitted by law.

By using The Language List Website, you agree to comply with and be legally bound by the terms and conditions set out in these User Terms and Conditions, whether or not you become a registered user of The Language List Platform. These User Terms and Conditions govern your access to and use of The Language List Platform and of all the services and content available through it, and constitute a binding legal agreement between you and The Language List.

Breach of these User Terms and Conditions may subject you to civil and criminal penalties.

The Language List may make modifications to any aspect of The Language List Platform, including to these User Terms and Conditions and to any fees payable for accessing any service, in its sole discretion, at any time and without prior notice. Amendment to these User Terms and Conditions will be posted on The Language List Website. The "version" number and date of the User Terms and Conditions will change accordingly. By continuing to access or use The Language List Platform after we have posted any such change, you are indicating that you agree to be bound by the User Terms and Conditions applying to The Language List Platform, as modified.

## Glossary of definitions

**Accommodation** – accommodation provided by Tutors through The Language List Platform.

**Account** – a User account created via The Language List Platform, in accordance with these terms and conditions.

**Additional Services** – services provided by Tutors through The Language List Platform, in addition to Tuition.

**Arrival Date** – the date specified as such in the Booking Request.

**Booking** – booking of Tuition and Accommodation and any Additional Services selected through The Language List Platform.

**Booking Enquiry** – a request from a Student to make contact with, and for further information from, a Tutor, in respect of a potential Booking.

**Booking Fees** – the amounts that are due and payable by a Student in consideration of receiving the relevant Tuition, Accommodation and any Additional Services selected from the relevant Tutor and set by the Tutor alone.

**Booking Request** – a formal request from a Student via The Language List Platform to commit to a Booking with a particular Tutor, for specified dates.

**FAQ** – the “Frequently Asked Questions” posted on The Language List Platform, which may be amended by Us from time-to-time.

**Listing Fee** – the fee that The Language List charges a Tutor for listing on The Language List Platform, which is a set fee deducted from the Tutor’s first Booking Fee payment. The Listing Fee is the amount specified as such in the FAQ.

**Student** – a User seeking Tuition and Accommodation.

**The Language List** – a limited company registered in England under company number 09392235.

**The Language List Fees** – the fees that The Language List charges a Student for use of The Language List Platform, which is calculated as a percentage of the relevant Booking Fees. The percentage fee rate is specified in the FAQ.

**The Language List Platform** – The Language List Website, and all text, graphics, images, music, software, audio, video, information and other materials accessed through The Language List Website.

**The Language List Website** – [www.thelanguagelist.co.uk](http://www.thelanguagelist.co.uk)

**Total Fees** – the Booking Fees and The Language List Fees plus any VAT and any other applicable taxes.

**Tuition** – language tuition made available by Tutors listing on The Language List Platform.

**Tutor** – a User offering Students Tuition and Accommodation and any Additional Services or accessing The Language List Platform with such intent.

**User** – any person accessing The Language List Platform, whether or not they register as a Student or a Tutor or make a Booking.

**You/Your/Yours/Yourself** – means any User of the Language List Platform, and, in clause 5, means the Student and, in clause 6, means the Tutor.

**We/Us/Our** – means The Language List.

## Purpose of The Language List Platform

The Language List makes available an online platform for Students and Tutors to meet online and arrange for bookings of Tuition, Accommodation and Additional Services directly with each other. The Language List is not a language school, does not provide Tuition and is not an owner or provider of any Accommodation. Tuition, Accommodation and Additional Services listed on The Language List Platform are provided by Tutors, not by The Language List.

You may view Tutor listings without registering with Us. However, if You wish to book, or to offer, Tuition, Accommodation or any Additional Services, You must first register with Us to create an account (“Account”).

By accessing The Language List Platform, You acknowledge and agree that The Language List responsibilities are limited to:

- facilitating the availability of The Language List Platform; and
- acting as the limited payment collection agent of each Tutor for the purpose of accepting payments from Students on behalf of the Tutor.

You acknowledge and agree that The Language List:

- cannot and does not control the content contained in any Tutor listing or reviews posted by Students and is not responsible for the accuracy or suitability of any of the information displayed about Tuition, Accommodation or Additional Services offered by Tutors; and
- does not endorse any Student, Tutor, Tuition, Accommodation or Additional Service and is not otherwise responsible for the suitability of Students or Tutors meeting through The Language List Platform or for the suitability of any Tutor, Tuition, Accommodation or Additional Services for any Student’s requirements or for the condition of any Accommodation.

Accordingly, any Bookings made through The Language List Platform are made at the risk of the Student and Tutor involved. Accordingly, any legal remedy that You seek to obtain for acts or omissions of other Users will be limited to a claim against particular Users or other third parties who caused You harm. You agree not to attempt to impose liability on, or to seek any legal remedy from, The Language List with respect to any such acts or omissions. This limitation does not apply to any claim by a Tutor regarding payments received by The Language List from a Student on behalf of a Tutor, which shall be subject to the limitations defined in these terms and conditions.

## **Use of The Language List Platform and Registering for an Account – applicable to both Tutors and Students**

In order to access certain features of The Language List Platform, to make Bookings as a Student and to list as a Tutor, You must first register to create an Account with The Language List.

You may register to create an Account directly via The Language List Platform. The Account We create for You will be based upon the information You provide to Us. You agree to provide Us with accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. You may only have one Account with The Language List. We reserve the right to suspend or terminate Your Account and Your access to The Language List Platform if You create more than one Account or if any information provided during the registration process or thereafter proves to be materially inaccurate, not current or incomplete.

If You are issued with a password, You are responsible for safeguarding Your password. You agree that You will not disclose Your password to any third party and that You will take sole responsibility for any activities or actions under Your Account, whether or not You have authorised such activities or actions. You will immediately notify Us of any unauthorized use of Your Account.

In accessing The Language List Website and in registering for a User Account, You warrant and agree that:

- You are at least 18 years old;
- You have never been convicted of a criminal offence;
- You will not breach any laws or agreements with third parties;
- You will not infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- You will not post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable

law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- You will not use The Language List Platform for any commercial or other purposes that are not expressly permitted by these User Terms and Conditions;
- You will not copy, store or otherwise access any information contained on The Language List Platform for purposes not expressly permitted by these User Terms and Conditions;
- You will not use The Language List Platform to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- You will not use The Language List Platform in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to lodging in a private residence;
- You will not “stalk” or harass any other User of The Language List Platform, or collect or store any personally identifiable information about any other user other than for purposes of transacting a legitimate Booking as a Student or Tutor;
- You will not recruit or otherwise solicit any Tutor or other User to join third-party services or websites that are competitors to The Language List, without Our prior written approval;
- You will not impersonate any person or entity, or falsify or otherwise misrepresent Yourself or Your affiliation with any person or entity;
- You will not use any software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services or information contained in or otherwise interact with The Language List Platform;
- You will not interfere with or damage any aspect of The Language List Platform including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- You will not use, display, mirror or frame The Language List Platform, or any individual element of it, The Language List or The Language List Platform name, The Language List logo or any other trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in The Language List Platform, without Our prior written consent;
- You will not access, tamper with, or use non-public areas of The Language List Platform, Our computer systems, or the technical delivery systems of Our providers;

- You will not attempt to probe, scan, or test the vulnerability of any of Our systems or networks or breach any security or authentication measures;
- You will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Us or any of Our providers or any other third party (including another user) to protect any element of The Language List Platform;
- You will not forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use The Language List Platform to send altered, deceptive or false source-identifying information; and
- You will not attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide any element of The Language List Platform or advocate, encourage, or assist any third party in doing any of the foregoing.

We reserve the right to investigate and prosecute any violations of any of the above to the fullest extent available to us at law.

We may access, preserve and disclose any of Your information: if We are required to do so by law; if We reasonably believe that We are required to do so to comply with any legal process to respond to claims against Us or to enforce Our rights against any User or any other person; for fraud prevention, investigation, customer support, de-bugging or product development purposes; or to protect our rights, those of other Users or of members of the public.

You acknowledge and agree that We have no obligation to monitor, review or edit The Language List Platform, Tutor listings or Student reviews or any other content but We reserve the right to do so for the above purposes and to ensure compliance with these User Terms and Conditions.

You acknowledge and agree that We reserve the right, at any time and in Our absolute discretion to suspend any User Account, to remove any Tutor listing or Student review, for any reason whatsoever, including without limitation, for breach of these User Terms and Conditions.

## **Use of The Language List Platform - Students**

### **About You**

You represent, warrant, undertake and agree that:

- You will comply with these User Terms and Condition;
- as far as You are aware, You have no medical or psychological condition making You unsuitable to take Accommodation;
- You will not contact a Tutor for any purpose other than asking questions related to a Booking, making a Booking or leaving feedback after Your stay; and

- You will not use The Language List Platform to find a Tutor and then complete a Booking independent of The Language List Platform, in order to circumvent the obligation to pay any Language List Fees or for any other reasons.

## **About Language List Tutors and Accommodation**

All Tutors on The Language List have been vetted and/or rated. That means that:

- when a Tutor wishes to join The Language List, We obtain copies of their qualifications, We also obtain copies of their gas safety certificates. We also recommend that all Tutors carry relevant insurance;
- thereafter, We believe that Student feedback is the best guide and You should check the feedback on The Language List website beside Your Tutor's name;
- We may remove from The Language List Platform any Tutor who does not receive satisfactory Student feedback or who fails to comply with the Language List's requirements set out in these terms and conditions:
- however, it is up to You to satisfy Yourself that the Tutor You have chosen and that the Accommodation they provide meets Your expectations.

## **Your Booking**

You may view Tutor listings on The Language List Platform and send Booking Enquiries to one or more Tutors. Through a Booking Enquiry, You can find out more about a Tutor and the Tuition, the Accommodation and any Additional Services that they offer, and the Tutor can find out more about You. Once You have chosen a Tutor and are comfortable that they meet Your requirements, You can make a Booking Request.

Once Your Booking Request is confirmed as accepted by Your chosen Tutor, it is a binding, legal agreement between You and the Tutor. You agree to comply with these User Terms and Conditions and to comply with any additional requirements set in the FAQ.

In making a Booking Enquiry or a Booking Request, You acknowledge and agree that:

- a Tutor chosen by You may or may not respond to Your Booking Enquiry and may accept or reject Your Booking Request and is solely responsible for the answers it gives;
- if a Tutor accepts Your Booking Request, the Tutor is solely responsible for honouring a Booking Request accepted by it and for providing the Tuition, the Accommodation and any Additional Services selected the Booking Request it accepted;
- You will be responsible for complying with any additional terms, conditions, rules and restrictions imposed by the Tutor and notified to You by the Tutor;

- We have no responsibility for performing any of Your obligations or the Tutor's obligations under the agreement reached between you and, with the exception of Our payment obligations specified in these User Terms and Conditions, We disclaim all liability arising from or related to any such agreement or connected with the performance or non-performance by the Student or Tutor of their respective obligations under such agreement;
- notwithstanding the fact that We are not a party to the agreement between You and the Tutor, We act as the Tutor's payment collection agent for the limited purpose of accepting payments from You on behalf of the Tutor. Upon Your payment of the Total Fees to Us, Your payment obligation to the Tutor for the Booking Fees is discharged, and We are responsible for remitting the Booking Fees (less any taxes chargeable in respect of the Booking Fees and any payment processing fees incurred by us), in the manner described in these User Terms and Conditions. In the event that You have remitted to Us any such amounts and We do not remit them to the Tutor in the manner described in these User Terms and Conditions, the Tutor will only have recourse only against Us;
- We charge The Language List Fees, which are additional to the Booking Fees, and VAT and any other applicable taxes will be charged on such fees. The Total Fees are inclusive of all such fees and taxes. Please note that The Language List Fees are non-refundable, except as provided otherwise in these User Terms and Conditions;
- the Total Fees payable by You will be displayed before You send a Booking Request to a Tutor and are accepted by You;
- if Your Booking Request is accepted by the Tutor, You agree to pay the Total Fees for the Booking requested and that, in order to establish a booking pending the Tutor's acceptance of Your Booking Request, You acknowledge and agree that We may (i) obtain a pre-authorization for the Total Fees via Your credit card or (ii) charge Your credit card a nominal amount, not to exceed one pound (£1) to verify your credit card or (iii) charge Your credit card a refundable deposit (if specified on The Language List Platform at the time of Your Booking Request). Once We receive confirmation of the Tutor's acceptance of Your Booking Request, We will collect the Total Fees in accordance with these User Terms and Conditions, in accordance with the Booking Request and these User Terms and Conditions. We may collect the Total Fees directly Ourselves or indirectly via third party payment processor(s) and You authorise the collection of all such amounts due. Please be aware that We have no control over any fees that Your bank may charge You in connection with the payment of the Total Fees, and any such fees are for Your account only;
- if You are directed to any third party payment processor(s) acting on Our behalf, You may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using their services; and



- once Your Booking Request has been accepted and the payment transaction completed, We will send You a confirmation email summarizing Your confirmed Booking.

We recommend that You take out holiday insurance that covers You for cancellations.

If You cancel a Booking Request before it has been accepted by a Tutor, We will cancel any pre-authorization to Your credit card and/or refund any nominal amounts or deposits charged to Your credit card in connection with the Booking Request.

If You cancel a Booking Request confirmed via The Language List Platform as accepted prior to the date 7 days before the Arrival Date, We will refund 50% of the relevant Booking Fees. If You cancel later, You will not be entitled to any refund of the Booking Fees. In either case, You will not be entitled to a refund of The Language List Fee.

If a Tutor cancels a Booking Request confirmed via The Language List Platform we will refund you the Booking fees (Total fee less Language List fees. We may send You alternative listings and other related information. If You make a Booking Request with another Tutor and that Tutor accepts Your Booking Request, then You agree to pay Us the Total Fees relating to the confirmed, alternative Booking, in accordance with these User Terms and Conditions. If We have not yet refunded the Total Fees in respect of the cancelled Booking, We may use the Total Fees from such cancelled Booking towards the confirmed alternative Booking. If there is a balance due from You, You authorise Us to charge that amount to Your credit card. If there is a balance owing to You, We will refund that to You.

If a Tutor cancelled a confirmed Booking and You have not received an email or other communication from Us, please contact Us by email at the following address: [problem@thelanguagelist.co.uk](mailto:problem@thelanguagelist.co.uk).

In certain circumstances, We may decide, in our sole discretion, that it is necessary or desirable to cancel a confirmed Booking made via The Language List Platform. In such circumstances, We will refund amounts charged to You. We may set out in the FAQ circumstances under which We may cancel Bookings and withhold payments. You agree that We shall have no liability for such cancellations other than for any refunds due in accordance with these User Terms and Conditions and the FAQ.

You agree to cooperate with Us and, in good faith, to assist Us to provide Us with such information and to take such actions as We may reasonably request, in connection with any misuse of The Language List Platform.

## **Use of The Language List Platform - Tutors**

### **Your promise to Us and to Students**

You represent, warrant, undertake and agree that:

- You will comply with these User Terms and Condition;

- all Information you have provided or provide to Us or to Students about Yourself, Your qualifications, the Accommodation and any Additional Services You offer is true and correct and You will inform Us if any Information provided by You ceases to be true and correct;
- You will not solicit any business directly from Students introduced to You by Us at any time, other than through The Language List Platform;
- You will not contact a Student for any purpose other than to respond to or ask questions relating to a Booking or the Student's use of The Language List Platform;
- You will not submit any listing with false or misleading price information, or submit any listing with a price that You do not intend to honour;
- You will not offer any Accommodation that You do not yourself own or have permission to rent as a residential or other property (and You will not list Accommodation as a Tutor if you are serving in the capacity of a agent for any third party); and
- You will not offer any Accommodation that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement.

## Your listing

As a Tutor listing on The Language List Platform, you acknowledge and agree that:

- that you will be vetted and/or rated. That means that when You wish to join The Language List, You must provide us with copies of Your qualifications and gas safety certificates. We reserve the right to take up references and to inspect the Accommodation;
- it is Your responsibility to carry appropriate insurance and to check policy coverage, exclusions and limitations and whether or not it will cover the actions or inactions of Students (and guests the Student invites to the Accommodation) whilst at the Accommodation.
- You agree to cooperate with Us and, in good faith, to assist Us to provide Us with such information and to take such actions as We may reasonably request, in connection with any misuse of The Language List Platform.

## Feedback

We believe that Student feedback is the best guide and You acknowledge that Student feedback will be left on The Language List Website beside Your name. Whilst We reserve the right to take down any feedback that We, in our sole discretion, deem rude, offensive or otherwise inappropriate, it is Your responsibility to monitor feedback left against Your name and to notify Us if You feel that any Student feedback is rude,

offensive or otherwise inappropriate. We do not agree to take down Student feedback just because it is not positive.

We reserve the right to remove You from The Language List Platform if You do not receive satisfactory Student feedback, if You fail to comply with these User Terms and Conditions or if You do not comply with any additional rules set in the FAQ.

## **Bookings**

Students are allowed to make Booking Requests from one or more Tutors. They may make Booking Requests to You to find out more about You, Your qualifications, the Tuition, the Accommodation, any Additional Services You offer and any other details about their potential Booking. You are not obliged to respond but any information You give should be truthful, accurate and not misleading.

It is up to You to satisfy Yourself, before accepting a formal Booking Request, that any Student You accept is an appropriate Student to accept, taking into account the Student's preferences and Your qualifications, the Tuition You offer and the Accommodation and any Additional Services You provide.

Once You accept a Booking Request, it is a binding, legal agreement between You and the Student. You agree to provide the Tuition, the Accommodation and any Additional Services specified in the Booking Request accepted by You, in accordance with these User Terms and Conditions and any rules set in the FAQ, throughout the period of Your stay.

When a Booking Enquiry or Booking Request is made, We will share with you (i) the first and last name of the Student who has made the Booking Enquiry or Booking Request and (ii) a link to the Student's The Language List Account profile page, so that You can view such information before responding to a Booking Enquiry or accepting or rejecting a Booking Request. When you accept a Booking Request, The Language List will send you an email, text message or message via The Language List Platform (depending on the options You have selected) confirming the Booking.

By accepting the User Terms and Conditions and accepting a Booking Request:

- You appoint Us to act as Your payment collection agent solely for the purpose of accepting the Booking Fees from Students, subject to the User Terms and Conditions;
- You acknowledge that Our obligation to pay You the Booking Fees in accordance with these User Terms and Conditions is subject to and conditional upon successful receipt by Us of the associated payments from Students. We do not guarantee You payments of any amount that We have not successfully received from Students;
- You agree that payment made by a Student through The Language List Platform and paid to You in accordance with these User Terms and Conditions, is the same as a payment made directly to You, and You will provide the Tuition, the Accommodation and any selected Additional Services to the Student in

accordance with these User Terms and Conditions and the Booking Request accepted by You; and

- You acknowledge and agree that We will deduct the Listing Fee (and any VAT or other tax chargeable in respect of the same) from the payment of Your first Booking Fees.

We will collect the Total Fees when You accept the Booking Request and, subject to receipt of the Total Fees by Us, will initiate payment to You of the Booking Fees (less fees owing to us, any VAT and other taxes that may be chargeable and any payment processing fees charged to Us) within 48 hours of the Arrival Date (except to the extent that a refund is due to the Student).

If You owe Us any amount, then We may (in Our absolute discretion) withhold the amount owing to Us from any payout amounts due to You as a Tutor. We will only use the amount We withhold to setoff the amount You owe Us to discharge Your obligation to pay Us the corresponding amount. If We do so, We will cease to owe You any obligation with respect to the amount withheld by Us.

You accept Our cancellation policy and permit The Language List to cancel the Booking and refund to the Student the portion of the Booking Fees refundable in accordance with the cancellation policy set out below:

- if a Student cancels a Booking Request before it has been accepted by You, We will cancel any pre-authorization to the Student's credit card and/or refund any nominal amounts or deposits charged to the Student's credit card in connection with the Booking Request;
- if a Student cancels a Booking Request confirmed via The Language List Platform as accepted by You more than 7 days before the Arrival Date, then they are entitled to a refund of 50% of the Booking Fee but, if they cancel later, then You are entitled to keep the entire Booking Fee;
- if You cancel a Booking Request that You have accepted via The Language List Platform then: (i) the relevant Student is entitled to repayment of the Total Fees for such Booking and You shall repay to Us any portion of the Booking Fees already paid to You; and (ii) We may apply penalties or take alternative steps, including automated reviews on Your listing indicating that a reservation was cancelled, keeping the calendar for Your Listing unavailable or blocked for the dates of the cancelled Booking or imposing a cancellation fee (to be withheld from Your future payouts). You will be notified of the situations in which a cancellation fee applies before You decide to cancel;
- in certain circumstances, We may decide, in our sole discretion, that it is necessary or desirable to cancel a confirmed Booking made via The Language List Platform. In such circumstances, the Student may be entitled to a refund. However, We may set out in the FAQ circumstances under which We may cancel Bookings and withhold payments. You agree that We shall have no liability for such cancellations other than for any payments due to You in accordance with these User Terms and Conditions and the FAQ.

If, for any reason, during a stay subject of a Booking Request accepted by You, You are no longer able to provide the Accommodation or the Tuition:

- You must contact Us immediately;
- You shall not be entitled to any payment for days/weeks during which You did not provide Tuition, Accommodation and selected Additional Services; and
- You shall repay any amount overpaid by Us to You.

## **Damage to property**

In respect of confirmed Booking Requests, the relevant Student is solely responsible its own acts and omissions and also for those of any guests the Student invites to, or otherwise provide access to, the relevant Accommodation. We accept no liability whatsoever for any such losses suffered by You or Your guests.

## **Limitation of liability**

You acknowledge and agree that, to the maximum extent permitted by law, all risk and responsibility associated with Your use of The Language List Platform rests with You.

Neither We nor any person involved in the creation of The Language List Platform accepts any liability to any person other than a registered User holding a valid Account, for any loss, claim, damage, expense or other liability suffered or incurred by them in connection with The Language List Platform, including their use or inability to use The Language List Platform.

Neither We nor any person involved in the creation of The Language List Platform accepts any liability to any User for any loss, claim, damage, expense or other liability suffered or incurred by them in connection with The Language List Platform, including their use or inability to use The Language List Platform save as expressly provided for in these User Terms and Conditions.

Save for the payments and refunds expressly provided for in these User Terms and Conditions, Our liability to any User in respect of any claims arising in connection with use of The Language List Platform shall not exceed the aggregate of payments made to You (if You are a Tutor) in the 12 months preceding the claim or the sum of one hundred pounds (£100), if no such payments have been made.

Nothing in these User Terms and Conditions is intended to limit the liability of any party in respect of death or personal injury.

## **Miscellaneous provisions**

### **Copyright and licence to use The Language List Platform software**

The Language List name, the Language List Platform name, The Language List logo, The Language List Platform and content therein are protected by copyright, trademark and other laws. Any User accessing The Language List Website or The Language List Platform acknowledges and agrees that all associated intellectual property rights are the exclusive property of The Language List and its licensors.

Subject to Your acceptance of and compliance with these User Terms and Conditions, We grant You a limited, non-exclusive, non-transferrable and revocable license to download and install any application We provide on The Language List Platform to a single mobile device or computer that You own or control and run such a copy solely for Your own personal use. Furthermore, for any application authorised by Us downloaded from an online application store site, You agree to comply with all terms and conditions imposed by the provider of that site.

## **Data Protection & Privacy**

We need to hold certain personal information about Users. Information will be held in accordance with the Data Protection Act 1998 and our Data Protection Policy. Personal data will be used for a variety of purposes that We consider to be of benefit to Students and Tutors, including (but not restricted to) monitoring compliance with these User Terms and Conditions, product development and the provision of services.

By accessing The Language List Platform, You agree to the processing of personal data by Us.

You should note in particular that:

- You are agreeing to Us releasing appropriate information to relevant third parties such as other Users in connection with the making of Bookings and listing Tutors;
- Sensitive Personal Data (as defined under the Act) will only be disclosed with your explicit consent, as required by law, or as otherwise authorised under the Act; and
- Information will not be released to third parties for marketing purposes.

## **Governing law**

These User Terms and Conditions and all agreements for Bookings created under them will be interpreted in accordance with, and all disputes shall be resolved under, the laws of England and Wales and in the English courts.

## **Indemnity to The Language List**

You agree to release, defend, indemnify, and hold Us and our affiliates and subsidiaries, and Our officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) Your access to or use of The Language List Platform or Your violation of these

User Terms and Conditions; (b) any content You post on The Language List Platform; (c) Your interaction with any other User; (d) any Booking You make; (e) any listing You create; (f) any reviews You write; (g) the use, condition or rental of any Accommodation, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Booking.

## **Entire agreement**

These User Terms and Conditions, and any terms and policies referred to therein, constitute the entire and exclusive agreement between Us and Users regarding Users access to and use of The Language List Platform and any Booking made through The Language List Platform. These User Terms and Conditions supersede any previous representations, understandings and agreements, whether oral or in writing, between Us and Users regarding Bookings and listing of Tutors, their Tuition, Accommodation and Additional Services and use of The Language List Platform.

## **Assignment**

You may not assign or otherwise transfer these User Terms and Conditions without our prior written consent. Any assignment by a User without Our consent shall be of no effect. We may assign or transfer these User Terms and Conditions, in Our sole discretion. Subject to the foregoing, these User Terms and Conditions shall continue bind the parties, their successors and assignees.

## **Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these User Terms and Conditions, will be given in writing and given by The Language List via email (to the email address registered on the Account) or by posting to The Language List Platform. For notices made by email, receipt will be deemed to have occurred on the date on which such notice is transmitted. Notices to The Language List should be sent to the relevant email address identified in the FAQ.