

Terms and Conditions

Last Updated: June 09, 2024

Introduction

Welcome to Davis English Tutoring ("Company," "we," "us," or "our"). These Terms and Conditions govern your use of our website, accessible from davisenglishtutoring.com (the "Service"). By accessing or using the Service, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, you must not use the Service.

Interpretation and Definitions

Interpretation

Words with initial capital letters have defined meanings specified under the following conditions. These definitions have the same meaning whether they appear in singular or plural form.

Definitions

For the purposes of these Terms and Conditions:

- **Account:** A unique account created for you to access our Service or parts of our Service.
- **Company:** Refers to Davis English Tutoring.
- **Content:** Refers to text, images, or other material posted on the Service.
- **Device:** Any device that can access the Service such as a computer, cellphone, or digital tablet.
- **Terms and Conditions:** These terms and conditions that form the entire agreement between you and the Company regarding the use of the Service.
- **Third-party Social Media Service:** Any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website:** Refers to Davis English Tutoring, accessible from davisenglishtutoring.com.
- **You:** The individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between you and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, you may not access the Service.

User Accounts

When you create an account with us, you must provide us with accurate, complete, and current information at all times. Failure to do so constitutes a breach of these Terms and Conditions, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-party Social Media Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Content

You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post, or display on or through the Service and you are responsible for protecting those rights. You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms and Conditions, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person.

Prohibited Activities

You may not use the Service for any purpose that is unlawful or prohibited by these Terms and Conditions. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail" "mail," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm or offend the Company or users of the Service or expose them to liability.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms and Conditions. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Service or 100 GBP if you haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free or that any errors or defects can or will be corrected.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms and Conditions will remain in effect. These Terms and Conditions constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Payment Terms

All payments for lessons and packages must be made in advance. We accept various payment methods, including credit/debit cards, PayPal, and bank transfers. Payment details will be provided upon booking. Failure to make timely payments may result in the suspension of services.

Cancellation and Refund Policy

We understand that plans can change. If you need to cancel or reschedule a lesson, please notify us at least 24 hours in advance. Cancellations made less than 24 hours before the scheduled lesson will not be eligible for a refund. Refunds for lesson packages will be considered on a case-by-case basis, depending on the number of lessons taken and the reasons for cancellation.

User Responsibilities

As a user of our Service, you are expected to:

- Attend scheduled lessons on time.
- Participate actively in lessons and complete any assigned homework or practice exercises.
- Treat the tutor with respect and maintain a positive learning environment.
- Inform us promptly of any issues or concerns regarding the Service.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

- By email: info@davisenglishtutoring.com