CITY OF LONDON LAW TUTORS

TERMS & CONDITIONS

Please read these terms and conditions carefully before purchasing any of our Digital Products and Services, accessing our Sites and engaging with our Communication Channels.

Last updated: 02 December 2024

1. INTRODUCTION

1.1 These are the terms and conditions (T&Cs) upon which we:

(a) Supply all our advertised Digital Products and Services;

(b) Operate our Site (cityoflondonlawtutors.co.uk);

(c)Provide content across our social media channels, our newsletter communications and any third-party Sites, social media channels or newsletter communications (Communication Channels),

(such Study Resources, Tuition Services, Sites and Communication Channels together constituting our Digital Products and Services) to customers or recipients of our resources and visitors to our Sites (our Users).

1.2 City of London Law Tutors t/a Sahussain consultancy ltd , is a company registered in England and Wales . To contact us, please email colltinfo@gmail.com.

1.3 By accessing our Digital Products and Services, you confirm that you accept these T&Cs and that you agree to comply with them. If you do not agree to these T&Cs, you must not use our Digital Products and Services. We recommend that you print a copy of these T&Cs for future reference.

1.4 We may amend our T&Cs from time to time, so every time you wish to use our Digital Products and Services, please check the current T&Cs to ensure you understand the T&Cs that apply at that time. These T&Cs were most recently updated on 02 December 2024.

1.6 We may transfer our rights and obligations under these T&Cs to another organisation, for example, if we decide to sell the company.

2. DEFINITIONS

'Our Digital Products' – means our advertised Study Resources.

'Our Services' - means our advertised Tuition Sessions.

'Site' – means any website controlled and owned by City of London Law Tutors, or any future formation of this company. As of the time of writing, our Site address is www.cityoflondonlawtutors.co.uk.

'Communication Channels' - our social media channels, our newsletter communications and any third-party Sites, social media channels or newsletter communications.

'Users' – customers or recipients of our Digital Products or Services and visitors to our Sites.

'Us, We, Our, the Company' – means and refers to the City of London Law Tutors

3. OUR SITES

3.1 Content on our Sites

(a) We may update and change our Sites from time to time to reflect changes to our Digital Products and Services, our Users' needs and our business priorities.

(b) The content on our Sites is provided for general information only. It is not intended to amount to legal advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Sites.

(c) Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Sites is accurate, complete or up to date.

(e) If you wish to complain about content on our Sites, please contact us via colltinfo@gmail.com.

3.2 Accessing our Sites

(a) You are responsible for configuring your information technology, computer programmes and platform to access our Sites.

(b) We do not guarantee that our Sites, or any content on them, will always be available or be uninterrupted. You accept that we may suspend, withdraw or restrict the availability of all or any part of our Sites for business and operational reasons, as may the third-party software providers on which we rely from time to time to keep our Sites operational.

(c) You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these T&Cs and other applicable terms, and that they comply with them.

3.3 Viruses

(a) You agree not to hold us accountable for such bugs or viruses.

(b) You must not misuse our Sites by knowingly introducing or permitting the introduction of viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the servers on which our Sites are stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Digital Products and Services will cease immediately.

4. OUR DIGITAL PRODUCTS AND SERVICES

4.1 Our Digital Products

(a) We may update or amend our Digital Products from time to time, for example to reflect changes in relevant laws, syllabus content or for our commercial reasons. This includes adding, removing and amending our Digital Products in our sole discretion. This means our Digital Products may vary slightly from their pictures and descriptions.

(b) The images and descriptions of the Digital Products on our Sites and Communication Channels are for illustrative purposes only and the content included in our Digital Products (our Digital Product Content) is provided for general information only. Digital Product Content is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the Digital Product Content.

(c) Although we make reasonable efforts to update the Digital Product Content, we make no representations, warranties or guarantees, whether express or implied, that the Digital Product Content is up to date. Without prejudice to this, the digital content will serve the purpose for which they were supplied for. If a User is unsure as to the contents of any of our Digital Products or Services, they are encouraged to utilise the 'contact us' function on our Site, or email us at colltinfo@gmail.com.

(d) We reserve the right to change our prices and to introduce, amend, retract or expire discounts at any time, in our sole discretion and without notice.

4.2 Orders of Study Resources and Tuition Services (collectively, our 'Digital Products') placed through our Online Store

(a) Your use of cityoflondonlawtutors.co.uk (our Online Store) is subject to these T&Cs and the T&Cs of both the online store software provider (whose T&Cs are here) and the applicable payment provider (for example Stripe or PayPal).

4.3 We reserve the right to stop providing aspects of our Digital Products and Services from time to time. In the event that any sums are paid in advance by the User in respect of Digital Products and Services which will not be provided, we will let you know as soon as reasonably practicable and will refund you for the same.

5. RETURNS AND REFUNDS

5.1 A contract for our Digital Product or Service is completed when the relevant Digital Product or Service has been paid for and downloaded, booked in, emailed, streamed and/or delivered (depending on the nature of the Digital Product or Service).

5.2 For most products bought online, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days of receipt and receive a refund. However, the right to cancel and receive a refund does not apply in respect of:

(a) Digital products after they have been emailed to you (and/or downloaded and/or streamed). If the digital content was emailed to you immediately, then the Consumer Contracts Regulations do not take effect, and this is an exception to the rule; or

(b) Services, once these have been completed and/or booked in.

5.3 Where you qualify for a refund under UK consumer rights law for Digital Products or Services, we may deduct an amount from such refund to reflect any period during which the Digital Product(s) or Service(s) had been supplied and/or a reasonable administrative charge.

5.4 Once a student has agreed to book in for the minimum requirement of sessions, then there is no right to refund, even if you are still within the cooling off period. Students should instead do a trial session which will then allow them to take an informed view before making that commitment, particularly as hours are booked in and then ring fenced.

6. CANCELLATION POLICY REGARDING OUR SERVICES (TUITION SESSIONS)

6.1 If on the day of a session, a student does not turn up and/or does not inform the tutor of non-attendance, then the student will still be charged for the session. We hope you will agree that it is a matter of common courtesy and last minute cancellations/no shows cause direct financial loss, this is particularly the case when we have had to decline or pass on other students. We ringfence times in our diary as a commitment to the student, and we hope the same respect is given to us. Otherwise, we will have no option but to charge for the session at the allotted time irrespective of attendance.

6.2 Do bear in mind that if there is a good reason (this is assessed on a case-by-case basis) - and a person is unable to attend - informing us in good time, then we may, in our discretion, reschedule with the student. Alternatively, we may provide you with a pre-recorded audio session as a substitute for your non-attendance.

6.3 There is no automatic right to reschedule a session, because the hour is ring fenced and booked in for the month. If you are no longer able to honour your agreed time slot then any rescheduling will be at the discretion of the tutor.

7. ACADEMIC INTEGRITY

7.1 As a student, you acknowledge that you are not authorised to enquire about the engagement of or to engage tutors to complete assignments, coursework, write papers, which will infringe your institutions' academic policy.

7.2 If you send us any documents in advance, then you expressly undertake that the documents are not relating to any assessment. If it later transpires that you have knowingly served assessment papers, then your institution will be notified, without further notice. We take academic integrity very seriously.

8. TERMINATION OF CONTRACT

8.1 Without prejudice to Clauses 5 and 6, If you wish to terminate a contract with us for a reason set out below, you must inform us immediately in writing. The reasons for termination are:

(a) We have told you about a change to the Digital Products which will directly affect your order (for example, if the change means you will not receive the precise Digital Products anticipated at the time of placing your order) and you consequently do not wish to proceed;

(b) We have told you about an error in the price or description of the Digital Products you have ordered and you consequently do not wish to pay the correct price or accept the Digital Products in the form that they will otherwise be provided;

(c) We have informed you that there is a risk that the supply of the Digital Products may be significantly delayed because of events outside our control, and you consequently do not wish to proceed;

(d) We have suspended supply of the Digital Products for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 10 consecutive days; or

(e) You have a legal right to end the contract because of a repudiatory breach of contract..

8.2 This Clause (Clause 8) applies strictly to our Digital Products. The Cancellation Policy pertaining to the supply and use of our Services is covered above.

9. THIRD-PARTY WEBSITES & RESOURCES

9.1 Third-party software providers

(a) If you choose to access Digital Products or Services that rely on technology supplied by third-party software providers (for example, PayPal or Stripe for accepting online payments, or other software providers on which we may rely from time to time) (Software Providers), you agree to do so at your own risk and always in accordance with any terms, conditions and policies imposed by such Software Providers.

(b) You agree not to hold us responsible if defective third-party software damages a device or digital content belonging to you and accept that we will never accept responsibility for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or the relevant Software Providers.

11. INTELLECTUAL PROPERTY

11.1 These T&Cs do not grant you any rights to, under or in, any patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Digital Products or Services.

11.2 You are not permitted to use our business name, trading name or logos without our approval and you shall not remove or in any manner alter any logo, brand name, product identification, proprietary mark, trade mark notice, copyright notice, or other notices contained in or comprising part of the Digital Products or Services.

12. LIABILITY

12.1 If you have any questions or complaints about our Digital Products or Services, please contact us via colltinfo@gmail.com.

12.2 We shall have no liability to your under these T&Cs if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events,

omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, acts of God, wars, riots, civil commotions, malicious damage, epidemics, pandemics, compliance with any law or governmental orders, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, storms or default of suppliers or subcontractors (including couriers, commercial printing companies and Software Providers), provided that we notify you of such an event and its expected duration (if we are aware of such event and an estimation is feasible).

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability fraud or fraudulent misrepresentation.

12.4 For consumer Users

(a) Please note that we only provide our Digital Products and Services for domestic and private use. You agree not to use our Digital Products or Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity resulting from commercial or business use.

(b) We take no responsibility for any loss or damage that is not foreseeable, or for any failure on your part to pass a particular course and/or exam which you were using our Digital Products or Services to support your learning, improve your technique and/or facilitate your professional development.

12.5 Save for cases of fraud or wilful misconduct, and to the extent permitted under UK law, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of our obligations under these T&Cs shall be limited to the amount you have paid (minus any refund/administrative charge) for the Services in respect of which such liability has arisen.

13. ADDITIONAL CLAUSES

13.1 You shall not, without our prior written consent, sublicense, assign, transfer, charge or sub-contract any element of the Digital Products or Services or any of your rights or obligations under these T&Cs to any third-party, whether with or without consideration, without our prior written consent.

13.2 This Agreement does not confer any rights on any third-party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.3 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&Cs.

13.4 No failure or delay by us to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that in the first instance, ADR will be entered in to, and then the Courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes or claims).

14. PAYMENT FOR SERVICES

14.1 Payment for the month must be received before the first tutorial session. We do not offer a pay as you go lesson by lesson service (unless agreed), and fees must be settled in advance.

14.2 For a block booking of sessions and/or for the crash course, a payment plan may be offered and agreed prior to the commencement of sessions.

14.3 We do not charge students extra for any preparation time.

14.4 As a gesture of goodwill, we may review work outside of the paid for class for no extra charge. However, where the request will require a great deal of time, then we may have to charge for the same (to be agreed).

14.5 It will be students' responsibility to ensure that all hours are realised before the end of the paid month. It is the student's responsibility to keep track of how many hours have been realised.

14.6 Fees for the next month will need to be paid in week 3 of 4. If fees are not settled by Wednesday (12:00 UK time - midday), then we will assume that you are not continuing with sessions and your ring fenced slot will be released to other students to book in.

15. PAYMENT METHODS

15.1 Following an initial consultation and/or email confirmation, payment details will be sent directly to the student's email under a separate cover.
15.2 Fees may be settled by bank transfer and/or PayPal (which attracts a surcharge).
15.3 Once payment has been settled, please kindly send the receipt of payment by return to colltinfo@gmail.com

RATIFIED BY THE DIRECTORS