

# LEARNED.LIVE: STUDENTS' TERMS OF USE

## WHO ARE WE?

We are **Learned.Live Limited** (**we, our, us** or **Learned.Live**); we are a company registered in England and Wales with company number 12752894 and our registered office is at First Floor, Thavies Inn House / 3-4, Holborn Circus, London, United Kingdom, EC1N 2HA.

## WHAT DO WE DO?

We provide services via an online platform to enable the delivery of live, online adult education classes by individual teachers to students in the United Kingdom. Our platform is intended for the delivery of classes to adults (aged eighteen or over) in the United Kingdom, and not to children or to students outside the United Kingdom.

## WHAT ARE THESE TERMS?

### HOW THESE TERMS APPLY

These are the terms that apply between us and **you**, a student who has registered (or applied to register) to use our services and platform in order to attend classes delivered by teachers via the platform; if you want to register as a student to use the platform in order to attend classes, you must agree to these terms and by applying to register as a student you acknowledge that these terms form a legally-binding agreement between us and you (provided that, as indicated in these terms, some of the terms set out apply as part of the contract between you and the relevant teacher to attend a given class).

### CHANGES TO THESE TERMS

We may change these terms from time to time by updating the copy of the terms on the platform and by emailing a copy to you. The new terms will apply to all future bookings to attend classes that you make from that point.

### DATE OF LAST UPDATE

These terms were last updated on 8<sup>th</sup> January 2021.

## HOW DO I REGISTER AS A STUDENT?

### APPLICATION TO REGISTER

You register as a student via the platform.

### OPENING AN ACCOUNT

In order to register as a student, you will first need to open an account with us via the platform; to do this, you will need to provide certain information about yourself (such as your name, email address, home address, payment details and other information necessary to enable you to book to participate in classes). Once you have set up an account, we will send you an email to confirm your email address and your registration.

### YOUR CAPACITY AND ELIGIBILITY

You should only register as a student in your capacity as an individual, and not as or via a limited company or other separate legal entity. In order to register, you must be eighteen year of age or over; all the classes provided via the platform are intended only for adults, not minors. As part of our agreement, you confirm that all the foregoing is true.

## ASSESSMENT OF YOUR APPLICATION TO REGISTER BY US

All applications to register as a student are subject to acceptance by us; we will confirm your registration by email.

## HOW DO YOU COMPLETE YOUR REGISTRATION?

### COST OF REGISTRATION

It is free for you to register with us; charges are only payable by you in respect of the classes that you book to attend.

### YOUR USERNAME AND LOGIN ID

Once you have registered with us and have a login ID (including a username and password or other identifier), please do not give this information to anyone else or allow anyone else to use it. Unless you have notified us that something has happened to cause a risk of unauthorised use of your ID, then any activities that occur under your ID will be treated as if they were carried out by you. Please notify us immediately (see the [contacting us](#) section on the platform) if you think that anyone else has become aware of your ID in circumstances in which there is a risk of misuse or if you have any reason to believe that there is any other risk of any unauthorised use of your account. We may disable any login ID at any time if, in our opinion:

- You have not complied with any of these terms;
- Any details you provide (or have provided) in connection with your registration as a student are or may be false; or
- There is any other risk to the security or integrity of our platform or the services.

If we disable your login ID, we will notify you by email that we have done so.

### YOUR PROFILE

Once you have registered, you will need to complete your profile page on the platform; this enables you to provide some useful information about yourself for the benefit of the teachers of any classes that you book via the platform. Normally, apart from us and you, the only people who will be able to see your profile are the teachers of classes that you book; see our privacy policy for more details about this. You may delete your profile at any time by closing your account (but note you will then cease to be registered as a student on the platform).

## HOW DO YOU BOOK TO ATTEND CLASSES?

### CLASSES AND COURSES

Classes may be offered by teachers singly, or as a course made up of a series of classes.

### WE ACT AS AGENT FOR THE TEACHERS

We act as an agent for each teacher advertising classes via the platform; this means that we act on the teacher's behalf in entering a contract with you in relation to each class or course that you book to attend, and any contract that you enter into to attend a class or course will be between you and the teacher, not between you and us.

### YOUR CONTRACT TO ATTEND A CLASS OR COURSE IS BETWEEN YOU AND THE TEACHER

If you book to attend a class or a course:

- You will at that point enter into a binding contract between you and the teacher for you to attend the relevant classes on the date(s) and at the time(s) scheduled by the teacher, provided that the teacher may thereafter cancel classes or rearrange them, or you may cancel your booking, to the extent permitted by this agreement (see further, below);
- The contract for delivery of the classes will be directly between you and the teacher; we will not be a party to the contract between you and any teacher for the delivery of any class, and we will not be liable to you in relation to the delivery (or non-delivery) of any class;
- Payments made by you for any classes or courses booked by you will be accepted by us or our payment service provider as agent for the relevant teacher, and as between you and the teacher, payment to us or our payment services provider by you will be treated as a payment to the teacher; accordingly, once payment has been made to us or our payment service provider by you, you will be treated as having paid the teacher, and the teacher will not be able to claim any further payment from you;
- In certain circumstances, we may be authorised as the teacher's agent to refund to you any payment you have made for a class or course that you have booked with the teacher (for example, if the teacher cancels one or more classes after payment has been taken from you).

## WHAT IS THE EXPECTED AVAILABILITY OF THE PLATFORM?

We will use our reasonable endeavours to ensure that the platform is available for use in order to enable the delivery of courses, and to enable you to book and receive them, for 99.5% of the time, measured over each complete month on a 24x7 basis; this will be subject to any downtime for the purposes of planned or emergency maintenance, and to any downtime causes by circumstances outside our control (and we will not be responsible or liable for any such downtime). Please see [REFUNDS](#), below, for what happens if the teacher is unable to deliver a class because the platform is unavailable at the scheduled date and time.

## WHAT ARE YOUR PRINCIPAL OBLIGATIONS AS A STUDENT?

### EQUIPMENT

You are solely responsible at your own cost for providing all necessary equipment, software and network connectivity to the platform in order enable you to attend classes; a list of recommended specifications for equipment, software and connectivity is set out in our [FAQs](#).

### CONTENT OF THE CLASSES

The platform is intended for use for students in the United Kingdom; the content of each class is therefore intended to be lawful and appropriate under the applicable law in the United Kingdom (which may not be the same as your local law, if you are resident outside the UK). It is your responsibility to ensure that you do not book to attend a class which it would not be lawful to provide in your place of residence; please read our guidance for users of the platform, with which you are expected to comply.

### BEHAVIOUR WHILE USING THE PLATFORM

Whilst using the platform and attending any classes you must:

- Communicate with teachers exclusively using the messaging system on the platform; you will not provide any other contact details to teachers to enable contact by other methods;
- Report to us any attempts by teachers to contact you other than via the platform (using the report facility on the platform);
- Ensure that you arrive on time to all classes, fully prepared to the extent required for each class;
- Comply with any policies, procedures, rules or guidelines notified to you by us in relation to the use of the platform or our services;
- Behave, in attending classes and in all other communications, in a reasonable and appropriate manner and in accordance with our rules and guidelines; and
- Raise any issues experienced by you to us, in relation to any class that you have booked or attended via the platform within 24 hours. By way of example, this may include:
  - If a teacher does not turn up for a class;

- If the lesson arrangements are unsuitable; or
- Where there is any other behaviour on the part of the teacher or another student which is inappropriate or otherwise unacceptable.
- Treat all partners, employees, agents and contractors of Learned.Live, and each teacher and other student, with respect and do not harass, victimise, act inappropriately in relation to, or otherwise unlawfully discriminate against any such persons.

## AVAILABILITY AND BOOKINGS

### AVAILABILITY

Class and course availability is displayed on the profile page of each teacher.

### SPECIFYING FEES

The fee per student for each class or course is specified by the teacher and will be listed against the class or course concerned in the teacher's class and course listings. Fees specified are inclusive of any applicable costs and VAT, unless expressly stated otherwise in relation to the fees concerned.

### CONFIRMATION OF BOOKINGS

When you have booked a class or a course with a teacher, you will receive an email confirmation of your booking from us.

## HOW DO WE MONITOR THE PLATFORM AND OUR SYSTEMS?

### MONITORING

We may monitor the use of our computer systems (including the platform) and telephones. You acknowledge and agree that:

- All classes may be recorded, and the recordings retained by us for future use and reference (see below); and
- Emails sent to or from our systems (including the platform) are logged by us and may be opened by persons other than the intended recipient.

We may access emails and use records/logs for a variety of purposes, including ensuring compliance with our policies, virus-checking and dealing with complaints or questions. If you require further information about the monitoring carried out by us, the purposes for which such monitoring is carried out and the records generated as a result please contact us.

### RECORDINGS OF CLASSES

We will normally record all classes (although it is in our discretion whether to do so). Recordings of classes that you have booked to attend, where made, will be accessible to us, the teacher and you (unless you cancel your booking). There will be no additional fee for access by you to a recording of a class that you have booked to attend. You are permitted to access your recorded classes at any time while this agreement is in force.

### MYSTERY SHOPPERS

You acknowledge and agree that we may use mystery shoppers to monitor compliance with this agreement.

## TERMS FORMING PART OF THE CONTRACT BETWEEN YOU AND THE TEACHER

### HOW ARE FEES CALCULATED, COLLECTED, PAID AND/OR REFUNDED?

---

## PAYMENT BY YOU

Payment will generally be collected from you via your nominated payment method not less than 24 hours prior to the scheduled delivery of the class or, if you are booking a course, the first scheduled class of that course. If you have booked a course, then payment for the whole course will be taken in one go prior to the first scheduled class in the course. If the payment fails (for example, if it is declined by the relevant card issuer), we will contact you and may exclude you from attending the class or course that you have booked. Please note that if you fail to pay for a class or course when expected to do so, we may terminate the agreement with you and you may lose the ability to use the platform or attend classes (see [HOW CAN THIS AGREEMENT BE TERMINATED](#), below).

---

## COLLECTION OF FEES

All fees are collected and processed via our third-party payment provider, Stripe.

---

## CURRENCY

Fees listed on the platform are in GBP, and you will be charged in GBP.

---

## REFUNDS

It will be the teacher's responsibility (not ours) to refund any fees to you (although this may be done by us on their behalf, acting as their agent). You will be entitled to a refund of fees in the following circumstances:

- Where the teacher has cancelled the relevant class after you have paid for your booking;
- Where the teacher has sought to agree with you to re-arrange the relevant class after you have paid for your booking, but you have opted for cancellation and a refund instead (see below);
- Where the teacher fails (for whatever reason) to deliver the class as planned, and without having rearranged it or cancelled it;
- Where, despite using our reasonable efforts to ensure that the platform is available for use as set out in this agreement, the availability of the platform is interrupted so as to prevent delivery of the class on the date and at the time arranged; in this case, we will contact you and the teacher to discuss rearranging the class and, if you wish to cancel rather than rearrange, you will be refunded any fees paid by you for the class concerned.

If in any other circumstances we receive a request for a refund from you, we will contact the teacher to discuss the matter with them and to try and resolve it. You acknowledge and agree that any claim for a refund of fees paid is between you and the teacher, and not between you and us, although we will use our reasonable endeavours to assist in resolving any dispute between you and the teacher with regard to a refund. Please note that, when processing payment or repayment of fees, we act only as agent for the teacher, and not on your behalf.

## HOW CAN CLASSES BE CANCELLED?

---

### CANCELLATION BY THE TEACHER

The teacher may cancel any class prior to the class's start time. In this case, you will be notified via email of the cancellation and, if have already paid, you will be entitled to a refund of the fees that you have paid to attend the relevant class. Normally, if a teacher wishes to cancel a class, they will try and agree a re-arranged date with you for delivery of the class concerned, in which case you will then be booked to attend the re-arranged class instead and no refund will be given. If one or more individual classes in a course are cancelled by the teacher without agreement being reached with you to rearrange them, you will only be entitled to a pro-rata refund for the classes that have been cancelled, and not for the whole course.

---

### SUBSTITUTION OF OTHER TEACHERS

In the event the teacher cannot deliver a class and wishes to substitute another teacher, they may do so on the basis that:

- The substitute is registered as a teacher on the platform;
- The substitute is suitably qualified and experienced to deliver the relevant class; and
- You are notified in advance and given the opportunity to confirm or cancel your booking once you know of the substitution.

## CANCELLATION BY YOU

You may choose to cancel a class or course that you have booked to attend, on the following terms. If you cancel, then you will be entitled to a refund of any fees you have paid in respect of that class or course, except where the cancellation is less than 24 hours before the time at which the class or the first class in the course is due to begin. In that case, the teacher will be expected to have started preparing for the class or course, so delivery of their services may have already started; any refund will therefore be in the teacher's discretion, and it may be that you will not receive any refund in those circumstances. You may not cancel a class or course after delivery of the class or the first class in the course has started. Please note that, even if you are not entitled to cancel and receive a full refund, by agreement with the teacher it may be possible for you to re-arrange in order to attend a different session of the same class; in this case, as long as another session class is available, you will be able to rearrange your attendance without payment of any additional fee. Please note that you do not have statutory rights of cancellation under the Consumer Protection (Distance Selling) Regulations 2020, because the classes and courses provided via the Learned.Live platform fall into the category of leisure services which are to be provided on a specific date or within a specific period.

## HOW CAN THIS AGREEMENT BE TERMINATED?

### TERMINATION BY YOU

You may terminate this agreement at any time (and cease to be registered as a student on the platform) by giving notice to us in writing; the agreement will terminate immediately on receipt by us of the relevant notice.

### TERMINATION BY US

We may terminate this agreement:

- By giving you not less than one month's notice in writing;
- At any time if, in our opinion (acting reasonably):
  - You have failed to comply with any term of this agreement;
  - Any details you have provided to us turn out to be false or incorrect;
  - You fail to pay for a class that you have booked (including if any attempt by us or our payment services provider to collect payment fails);
  - We believe it is necessary to protect other users and/or for the security of the platform of our services.

Termination will be effective immediately upon delivery of the relevant notice. We will give you a reasonably detailed statement of reasons for our termination. In any circumstances in which we are entitled to terminate this agreement, we may instead suspend your access to the platform and the services, provided that we may subsequently exercise our right of termination in relation to the same circumstances, if we choose to do so.

## CONSEQUENCES OF TERMINATION OR SUSPENSION

Following any termination or suspension:

- You will no longer be able to access and use the platform and the services to attend classes;
- Any bookings for classes scheduled for after the termination or suspension will be cancelled, and you will receive a refund of any fees already paid by you in relation to the cancelled classes, subject to the terms set out above (see [REFUNDS](#), above).

## WHAT ARE THE RULES APPLYING TO CONTENT?

## CONTENT PROVIDED BY YOU

If you provide or use in the course of classes, or otherwise upload or transmit via the platform, any material (including text, photos, designs, music, sound recordings or anything else), you are responsible for ensuring that you own, or are appropriately licensed to use, all applicable intellectual property rights in and relating to the material concerned; you are also responsible for ensuring that we, our affiliates and anyone else permitted by us may copy, adapt, make available to public and otherwise use any such material for the purpose of providing the services and operating the platform (including the recording, storage and re-playing of any classes), and that our rights in this respect will continue even after this agreement is terminated. By using or providing any material, you acknowledge that you may be publishing such content or communicating it to the public, and therefore you may be identified publicly by your name or login ID in association with the material concerned.

## INDEMNITY

You will indemnify us against all damages, losses, costs and expenses suffered or incurred by us as a result of any claim that any use by you or us in accordance with this agreement of any material provided or used by you in the course of classes, or uploaded or transmitted by you via the platform, infringes any intellectual property rights.

## WHAT ARE THE LIMITS ON OUR LIABILITY UNDER THIS AGREEMENT?

### LIABILITY IN RELATION TO TEACHERS, STUDENTS OR OTHER USERS

Any contract for the delivery of a class or course is entered into between you and the relevant teacher (via us as their agent); we will not be responsible or liable for delivery (or non-delivery) of any class or course, nor for any act or omission on the part of any teacher, student or any other user of our platform or services other than us, whether such act or omission relates to a class or otherwise.

## DISPUTES

If you have a dispute with any teachers, other students or other users of the platform other than us while using our platform or services, it is your sole responsibility to resolve the dispute concerned (although, in our discretion, we may use our reasonable endeavours to assist in resolution of the dispute); you will indemnify us against all damages, loss, cost and liabilities suffered or incurred by us as a result of any such dispute. We will not be liable in respect of any claim against you by any teacher, student or any other person other than us.

### LIABILITY IN RELATION TO AVAILABILITY OF PLATFORM

Provided we have complied with our obligations to use our reasonable endeavours to ensure the availability of the platform in accordance with **WHAT IS THE EXPECTED AVAILABILITY OF THE PLATFORM** above, we shall not be liable for any loss or damage arising from any unavailability of the platform, including any loss or damage arising from any inability to deliver classes as a result of the platform not being available.

### LIABILITY NOT EXCLUDED

We do not exclude or limit under this agreement any liability on our part in respect of: death or personal injury caused by our negligence; or fraud.

### TYPES OF LOSS FOR WHICH WE ARE NOT LIABLE

Subject to liability not excluded, above, we shall not be liable under or in relation to this agreement (and regardless of whether the liability arises due to breach of contract, negligence or for any other reason) for any business losses, or for any indirect, consequential or special loss.

## DISPUTE RESOLUTION PROCESS

In the event we receive any complaints from anyone about your conduct or a class you have attended, we will aim to resolve all such complaints amicably between the relevant parties. If you wish to provide feedback to us in relation to us, a teacher or another student, please get in touch with us via [report@learned.live](mailto:report@learned.live).

## PERSONAL DATA AND DATA GENERALLY

### PROCESSING OF PERSONAL DATA

Use by us of personal data relating to you and in relation to your use of the platform or the services is governed by our [privacy policy](#).

## GENERAL TERMS

### EVENTS OUTSIDE OUR CONTROL

We will not be liable to you to the extent that performance of this agreement by us is prevented, inhibited or delayed due to any circumstances outside our reasonable control; for these purposes, any coronavirus or other epidemic and the effect of any government regulation or guidance relating to it will be treated as a circumstance outside our reasonable control, even if we knew of it at the time you entered into this agreement with us.

### CLAIMS AND DEFAULTS

A **claim** for the purposes of this agreement means the formal assertion of a cause of action by one person (the claimant) against another (the defendant). For the purposes of these terms and the Statement of Work, if the same default or series of connected defaults gives rise to more than one cause of action, then all such causes of action will be treated as giving rise to a single claim, even if there is more than one assertion of a cause of action in relation to the defaults concerned. For example, if a given default gives rise to a separate cause of action in breach of contract and in negligence, then both such causes of action will be treated in aggregate as a single claim, even if they are asserted separately. A **default** is an act or omission giving rise to one or more causes of action (whether for breach of contract or otherwise).

### APPLICABLE LAW AND JURISDICTION

Irrespective of from where you access the platform, the agreement between the parties and your access and use of the platform and our services shall be governed by English law, and you agree that any dispute between us and regarding the website of these terms will be dealt with by the English courts, provided that nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

### ACCESS FROM TERRITORIES WHERE USE OF THE PLATFORM IS PROHIBITED

Access to the platform or to any content from territories where use of the platform (or any part of it) is illegal or unlawful is expressly prohibited. If you choose to access the platform from outside the United Kingdom, you do so of your own accord and are responsible for compliance with local laws.

## CONTACTING US

You may contact us by any of the following means:

- Via the platform;
- By email at [report@learned.live](mailto:report@learned.live);
- By post to:

Learned.Live Ltd  
First Floor Thavies Inn House  
3-4 Holborn Circus

London, United Kingdom  
EC1N 2HA