

Our Terms and Conditions

Terms of Use Policy



Authored by: Michael Orgill

Last updated: Monday 9th October 2023

This **Terms of Use Policy** has been created to be compliant with **GDPR** guidelines.

Welcome to **Gill Learning**. You must read these Terms and Conditions before using any of our services. By using or purchasing any service(s) provided by **Gill Learning** you agree to be bound by these Terms and Conditions.

Definitions

The terms,

- "Gill Learning"
- "[the] partnership"
- "[the] partner(s)"
- "us" or "we" or "our"
- "[the] company" or
- "[the] business"

refer jointly to Mr. Michael Orgill and Mrs. Louise Orgill, who are themselves equal partners in business, trading exclusively as Gill Learning.

The terms,

- "you" or "your"
- "service user(s)" or "user(s)"
- "customer(s)"
- "client(s)"
- "site member(s)"
- "registered account holder(s)" or
- "student(s)" and/or "parent(s)/guardian(s)"

may refer to any user of any service provided by the partnership, including any viewer of the Gill Learning website (or where relevant, to the parent or guardian of any such user).

Contacting Us

You can contact us via email at contact@gill-learning.co.uk, or at the email address given on the contact page of our website, <https://www.gill-learning.co.uk/contact>.

You can contact us via phone call or SMS text message on +44 7746 900450. Standard rates may apply.

Although it is strongly discouraged for general correspondence, in exceptional circumstances you can write to us at the business address: Gill Learning, Corby Business Centre, Eismann Way, Corby, Northamptonshire, NN17 5ZB.

The Service

Our Services are provided “as is” and on an “as available” basis. We give no warranty that our Services will be free of defects or faults.

Our website contains material which is owned by or licensed to the partnership. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms and Conditions.

All trademarks reproduced on our website or in/by our Services, which are not the property of nor licensed to the operator, are acknowledged.

All material produced by the partnership is subject to copyright unless prior permission has been granted in writing by either partner of the partnership to permit the reproduction of such material elsewhere.

Our website may include links to other external websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the websites. We take no responsibility for the content of any linked websites or services.

Service User Accounts and Profiles

All students will have an active (but not public) account on the Gill Learning website. Accounts will remain active unless we receive a request from you in writing that your account be deleted, or unless you have not purchased any of our Services for a period of at least 24 months. If you wish to close your account, please email us with your request and we will terminate your account within ten business days. We will provide you with written confirmation of the deletion of your account.

Leaving Reviews and Ratings of Our Services

All users are expected to be fair and reasonable in their rating and review of Gill Learning and/or our Services. We reserve the right not to publish your feedback or comments on the website’s “Reviews” page. We also reserve the right to remove previously publicly published feedback or comments from the website’s “Reviews” page, if after investigation we consider them to be unreasonable for any reason whatsoever, and without giving notice to you.

Your Obligations

You agree to use Gill Learning and/or our Services in accordance with all relevant laws and not for any illegal purpose.

You agree not to use Gill Learning and/or our Services to post any material which is unlawful, harassing, abusive, threatening, harmful, vulgar, defamatory, offensive, of an obscene or menacing nature, or in such a way as to cause annoyance, inconvenience, or anxiety.

You agree not to use our Services to create mailing lists, or for any other advertising or marketing purpose.

You agree that, in the event that you have any right, claim, or action against any user arising from use of Gill Learning and/or our Services, then you will pursue such right, claim, or action independently and without recourse to the partners or to the partnership.

When You will make Payments for Our Services

In the case of **tutorial services**, we will usually take **advance block bookings of four calendar weeks** per student. Payment for all bookings within an upcoming block must be made in full no later than 24 hours prior to the first booking in that block. In cases where students have more than one regular tutorial each week, we may accept advance block bookings which span fewer calendar weeks. For example, a student who attends regular tutorials with us twice a week may choose to block book one fortnight at a time, and so on. We recognise that some customers may wish to commit to fewer than four tutorials in one go, especially when they first book Gill Learning's tutorial services. We will permit a shorter booking cadence on a case-by-case basis.

When customers elect not to make advance block bookings with us, it will remain the case that all tutorials must be paid for no later than 24 hours in advance of their delivery; payment in arrears will not be accepted. If you have not paid for a tutorial at least 24 hours before its scheduled start time, then we reserve the right to cancel your booking without issuing a refund. We will consider tutorials that do not take place for this reason of non-payment by you to be unattended with "insufficient notice" (see the relevant section and table later in this document).

Our availability (dates and times) to deliver tutorials in any given week will be made public as and when we consider it appropriate. We will always guarantee that existing students with a regular weekly timeslot(s) shall be offered first refusal on booking of their regular tutorial day(s) and time(s).

In the case of **video course services**, users must subscribe to an appropriate Membership with Gill Learning before they will be able to access this content. Memberships are paid, subscription-based services which remain valid for a set period of time after purchase. Gill Learning offers 1-month, 3-month, 6-month and 12-month Memberships. Some (but not all) Memberships will automatically renew when they expire; this may happen for a fixed number of billings periods, or in perpetuity, or until you cancel your Membership. If you do not want your membership to automatically renew, you must select a non-recurring Membership, or you must cancel before your next renewal billing date.

How You will make Payments for Our Services

It is possible to make a payment for our **tutorial services** in one of **three** ways:

- (i) By visiting the online store ("Book your Tutorial") pages on our website; use the interactive calendar to select a date and time for your tutorial(s), add them to your Basket, and proceed to our secure Checkout page to make payment via your chosen payment method.
- (ii) By visiting the "Bundles, Packages and Memberships" page on our website; select a Tutorial Bundle which instantly entitles you to a fixed number of pre-paid tutorials with your chosen tutor. Add the bundle/package to your Basket, and proceed to our secure Checkout page to make payment via your chosen payment method. You can then "redeem" your fixed number of pre-paid tutorials using the interactive calendar on our website, similar to (i) above.
- (iii) By asking us to manually generate your order, including confirming your tutorial dates and times. We will then send you a "Pay Link" via email; follow the instructions provided to make payment via your chosen payment method.

It is possible to make a payment for a Membership subscription – which grants subscribers access to some or all of our **video courses** – as follows:

- (iv) By visiting the "Bundles, Packages and Memberships" page on our website; select a Membership which instantly grants you access to the video course(s) you need. Add the

Membership to your Basket, and proceed to our secure Checkout page to make payment via your chosen payment method.

Whether making a payment through our secure Checkout page on our website, or via a secure “Pay Link”, customers must pay via one of the following valid payment methods:

- (i) Debit Card or Credit Card
- (ii) PayPal

If paying via PayPal, you will also be subject to PayPal’s Terms of Use and Privacy Policy. Gill Learning will not be held liable for any financial or other losses incurred from your usage of third-party services, including PayPal.

We do **not** accept cash or cheques as valid payment methods for any of our Services.

Details of your payment method (such as Credit Card details) will only be stored for your convenience in future if you so choose. Gill Learning’s website and payment facilities are provided by Wix.com, and so we will never directly or explicitly see or have access to any of your payment details, including any saved or stored payment details.

Cancellation, Rescheduling, Absence, and Refunds (Tutorial Services)

*When **YOU** are unable to attend a Tutorial*

If **you** need to cancel or to reschedule a tutorial, you must let us know as soon as possible by emailing your tutor directly at their gill-learning.co.uk email address (see the “Contacting Us” section and our website). “**Sufficient notice**” shall be taken to mean at least 48 hours’ notice prior to the start time of the original booking. When you notify us that you cannot attend a tutorial, your options are as follows:

Notice You give to Us	Your Options
Sufficient Notice (>48 hours)	<ul style="list-style-type: none">▪ You may ask us to reschedule your tutorial. We will endeavour to transfer your booking to an alternative date and time at no extra cost to you. You will be asked to provide three alternative dates and times within two calendar weeks of the original booking. In the unlikely event that we cannot agree upon a mutually convenient date and time for the tutorial, then cancellation of the booking shall proceed as below.▪ You may ask us to cancel your tutorial altogether. We will send you a confirmation email and refund any money charged for the booking.
Insufficient Notice (<48 hours)	<ul style="list-style-type: none">▪ You may ask us to reschedule your tutorial. We will endeavour to transfer your booking to an alternative date and time at no extra cost to you. You will be asked to provide three alternative dates and times within two calendar weeks of the original booking. In the unlikely event that we cannot agree upon a mutually convenient date and time for the tutorial, then we reserve the right to retain the charge for the booking and not to issue any refund to you.▪ You may not ask us to cancel your tutorial.

Note that excessive or persistent rescheduling and/or cancellation of tutorials is not permitted. Judgement as to whether a customer has made excessive or persistent alterations to their booking schedule will be at the sole discretion of the partners at Gill Learning. If we consider your request to reschedule or to cancel a booking to be unreasonable in light of your history with us, then we reserve the right to retain payment for that booking without issuing a refund to you, even if the tutorial does not take place as (re-)scheduled due to your unavailability, and even if you gave us sufficient notice that you could not attend the original booking.

*When **WE** are unable to attend a Tutorial*

If **we** need to cancel or to reschedule a tutorial, we will give you as much notice as possible. We will inform you by sending an email to the registered email address on your Gill Learning account, and by any other means of contact that you have provided to us (e.g., SMS text message).

We will endeavour to transfer your booking to an alternative date and time at no extra cost to you. You will be asked to provide three alternative dates and times within two calendar weeks of the original booking. In the unlikely event that we cannot agree upon a mutually convenient date and time for the tutorial, then we will cancel your booking and refund any applicable charges.

Refunds (Gill Learning Site Memberships to access Video Course content)

You have a statutory right to a 14-day “cooling-off” period after purchasing any of our digital goods/services, during which you can ask us to cancel an order and issue you with a refund, provided that you have not accessed, used, or otherwise leveraged those digital goods/services beforehand. If you do access any content provided by Gill Learning which was only made available through your (paid) site membership before the 14-day cooling-off period ends, then you agree to waive your right to any refund, in full or in part, on the purchase. After 14 calendar days have elapsed since placing your order, you will surrender your right to any refund on the purchase regardless.

Disclaimer of Warranties

We make no warranties or representations, whether expressed or implied, in relation to Gill Learning and/or our Services, including, but not limited to, implied warranties or conditions of completeness, non-infringement, merchantability, accuracy, satisfactory quality, and/or fitness for a particular purpose.

We make no warranty that Gill Learning and/or our Services will necessarily meet your requirements or will be uninterrupted, timely, secure, or free of errors.

We make no warranty with regards to the examination results that may be obtained, or to the accuracy or reliability of any information obtained through Gill Learning and/or our Services.

You expressly agree that your use of Gill Learning and/or our Services is at your sole risk.

No advice or information, whether oral or written, obtained by you from Gill Learning and/or our Services shall create, nor be deemed to create, any warranty not expressly made herein.

Limitation of Liability

You agree that Gill Learning and the partnership shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in connection with this contract and/or the use of our Services. This includes, without limitation: damage for loss of business, loss of profits, business interruption, loss of business information, wasted expense, financial loss, any

loss that is not reasonably foreseeable, or any other pecuniary loss (even wherein the partnership has been advised of the possibility of any such loss or damage).

You agree that Gill Learning and the partnership shall not be liable for any direct, indirect, incidental, special, or consequential damage resulting from your use of, or from your inability to use, Gill Learning and/or our Services, or for the cost of procuring substitute goods and/or services. This also includes damage for loss of data or other intangible assets.

You agree not to hold Gill Learning and the partnership liable for any loss or damage incurred by you as a result of any dealings you may have with others via our Services.

Registration

You agree to provide true, accurate, current, and complete information when registering as a user of Gill Learning, to notify us immediately of any changes to your details, and generally to maintain your information from time to time as required to keep it current, complete, and accurate.

Your email address must be valid and must belong to you.

You agree not to impersonate any other person or entity, or to use a false name, or to use a name that you are not authorised to use.

Gill Learning reserves the right to terminate your right to use our Services if any user information is found to be, or is reasonably suspected to be, untrue, inaccurate, out-of-date, or incomplete.

Your Data

Gill Learning is registered with the UK Information Commissioner's Office (ICO).

Any personal details you provide to us will not be disclosed to third parties without your express written consent, unless we are required to do so by law. Furthermore, in the normal course of proceedings, we will not edit or disclose the contents of your private communications with us, unless we are required to do so by law.

If we are requested by the Police or by a UK Government authority to provide information concerning your activities whilst using our website and/or our Services, then we shall do so. Similarly, we will disclose your personal data if we are compelled to do so to protect and defend: our rights or our property or our assets or our personal safety; the rights or the property or the personal safety of other users of Gill Learning; or the rights or the property or the personal safety of the general public.

Indemnity

What is Indemnity : an agreement by one party to bear the cost of certain losses or liabilities incurred by another party in certain circumstances. To indemnify means to compensate a person, partnership, organisation or company for damages or losses they have incurred or will incur related to a specific accident, incident, or event.

You agree to indemnify and to hold the partnership immediately on demand against all claims, liability, damages, costs and expenses, including legal fees, arising from any breach of these Terms and Conditions by you, or from the infringement by you or by any other user of our Services via your computer or device, of any intellectual property or other right of any person or entity, or any other liabilities arising from your use of Gill Learning and/or our Services.

Partnership Rights

The Gill Learning partnership reserves the right to modify or to discontinue, temporarily or permanently, any or all of our Services with or without notice to you. By using our website, you confirm that the partnership shall not be liable to you or to any third party for any modification or discontinuance of Gill Learning and/or our Services.

Interpretation of Waivers

No waiver by Gill Learning or by the partnership shall be construed as a waiver of any preceding or subsequent breach of any provision. The partners' failure to exercise or to enforce any right or provision afforded to them by these Terms and Conditions shall not constitute a waiver of that right or provision, unless acknowledged and agreed to by both of the partners in writing.

Choice of Law

These Terms and Conditions shall be governed and adjudicated by the laws of England.

You hereby irrevocably submit to the exclusive jurisdiction of the Courts of England.

Assignment

The partners reserve the right to assign or subcontract any or all of the rights and obligations afforded to them by these Terms and Conditions to any third party without prior notice to you.

Miscellaneous

The headings (and subheadings) contained in these Terms and Conditions are solely intended for the convenience of the reader and shall have no legal or contractual significance.