

Terms and Conditions

1. DEFINITIONS

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means Thomas Mathews the owner of www.tokessayhelp.com;

“Client” means the person to whom the Tutor provides tuition or any related products/services.

“Engagement” means the Client using the Tutor for tuition/essay assessment and any related products/services;

“Introduction” means the passing to the Client of Tutor Information;

“Fee” means the rate payable for tuition or related products/services as stated on www.tokessayhelp.com.

“Tutor Information” means contact details of the Tutor.

2. GENERAL

2.1. The decision of a Client to use www.tokessayhelp.com or request of services/products from the Tutor shall form acceptance of these terms and conditions.

2.2. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Tutor. The Tutor reserves the right to alter these conditions at any time.

2.3. If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

2.4. Access to www.tokessayhelp.com is prohibited in territories where its contents/services are unlawful or illegal. By accessing www.tokessayhelp.com, you do so of your own volition.

2.5. The Tutor provides no guarantee that the Client will achieve a specific grade/mark and cannot be held responsible for grades/marks awarded by another teacher, educational institution, or exam board.

2.6. www.tokessayhelp.com is run by an independent Tutor and is neither affiliated with, nor endorsed by, the International Baccalaureate Organization.

2.7. The Tutor takes reasonable care in ensuring that the contents of www.tokessayhelp.com are accurate. Should the Tutor be made aware of any errors, he will seek to amend them promptly.

3. TUTOR RESPONSIBILITIES

3.1. When instructed, the Tutor will arrange an appropriate timeslot (as far as is possible) and provide a means of communication with which to conduct any tuition sessions.

3.2. The Tutor will invoice the client prior to the session/return of assignment commentaries/provision of resources.

3.3. Upon receipt of payment confirmation, the Tutor will send the client any assignment commentaries or other products via email.

4. CLIENT RESPONSIBILITIES

4.1 The Client agrees to pay the Fee for services/products prior to the receipt of such.

4.2 The Client agrees to pay any invoice for tuition sessions/services/products by means of Direct Debit through PayPal, Transferwise or Bank Transfer.

4.3 The Client agrees to pay any invoice for tuition services at least 12 hours before the beginning of a session.

5. FEES: TUITION SESSIONS

5.1. In the event of an Engagement, the Fee is payable to the Tutor by the Client on a pro rata basis for tuition services.

5.2. The Client will be invoiced with the appropriate Fee prior to the beginning of a session.

5.3. If payment is not made prior to the beginning of a session, the tutorial will not go ahead.

5.5. Tuition fees are non-refundable unless the session is cancelled by the Tutor.

5.6. Timeslots for tutorials may only be reserved upon confirmation of payment. The Tutor reserves the right to offer a timeslot to another student should the original Client fail to complete the payment.

6. FEES: ASSIGNMENT COMMENTARIES/OTHER PRODUCTS

6.1. The fee for assignment commentaries or any other product provided by www.tokessayhelp.com/the Tutor must be paid for prior to the client receiving them.

6.2. Fees for assignment commentaries and any other products provided by www.tokessayhelp.com/the Tutor are non-refundable.

7. CANCELLATION OF SCHEDULED TUITION SESSIONS BY THE CLIENT

7.1. If the Client cancels a tuition session within 48 hours of a scheduled session, the Client agrees to pay for the scheduled tuition session.

8. TUTOR LIABILITY

8.1. The Tutor shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Client arising from or in any way connected with the Tutor/www.tokessayhelp.com.

8.2. No warranties or guarantees are provided for the use of www.tokessayhelp.com or any products/resources pertaining to it.

8.3. The Tutor shall not be liable for any loss of data or damage done to a Client/User's computer hardware/software as a result of access to www.tokessayhelp.com or the downloading of email contents.

9. ACADEMIC HONESTY

9.1. The Tutor shall not be liable under any circumstances for the consequences of misusing (including plagiarism and other forms of academic dishonesty) any products or resources pertaining to www.tokessayhelp.com.

10. LAW

10.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Spain.

10.2. Each party irrevocably agrees that the courts of Spain shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).