



TERMS & CONDITIONS

1. Introduction

1.1 Yav's Education Lab Website helps Students to find what Yav's Plan are more convenient to learn Spanish, also to book and pay for Spanish Lessons. All of these terms and conditions apply to Students unless they specifically state otherwise. These terms and conditions replace any previous versions of them.

1.2 Yav's Education Lab Website is owned and operated by Yavanna Blasco Blasco, trading, as Yav's Education Lab. Yav's Education Lab is a company registered in England. Yav's Education Lab's other contact details are set out on the Website, which is at <https://yavseducationlab.co.uk>.

1.3 A User may register on the Website as a Student. A User may use the Website without registering as well, but if a User does register, certain information will be stored, making upcoming visits to the Website easier.

1.4 By registering on or using our Website, the User agrees to be bound by these terms and conditions. These terms and conditions are legally binding – every User should read them fully before agreeing to them. (Please print or save these terms for future use as Yav's Education Lab will not keep a file copy specifically for the User and Yav's Education Lab cannot guarantee that they will remain accessible on the Website in future.) If a User does not wish to be bound by these terms, they should not use the Website or the services provided by Yav's Education Lab.

1.5 Certain words are defined in clause 16 (Definitions) of these terms and conditions and are capitalised throughout.

2. Yav's Education Lab's Rights & Responsibilities

This clause sets out what Yav's Education Lab promises to do:

2.1 To help Students to meet their Teacher, professional tuition services on the Website, and to book and pay for Spanish Lessons.

2.2 To maintain a functioning Website, including communication systems, a booking platform and Online Classroom, wherever possible. Yav's Education Lab cannot guarantee that the Website will always be available, or that it will always work, but it will try to have it up and running properly at all times. Every now and again, the Website might need to be taken offline for maintenance purposes.

2.3 To communicate any planned maintenance of the Website or downtime.

2.4 To use reasonable endeavours to keep the Website free from viruses and worms.





2.5 To communicate new Bookings, confirmation of Bookings and cancellations, to Students via the Website and by email.

2.6 To endeavour to ensure Complaints are considered promptly and in accordance with these terms and conditions.

2.7 To endeavour to ensure that refunds to Students are made promptly in accordance with these terms and conditions.

2.8 To endeavour to ensure that Failed Payments are processed promptly and in accordance with these terms and conditions.

2.9 To take precautions Yav's Education Lab considers appropriate to protect Students' information.

2.10 To monitor postings made on the Website and messages sent between Students and Yav's Education Lab. Yav's Education Lab hopes helping Students to meet their goals, but also to stop misuse of the Website, as set out in these terms and conditions.

3. Browser's / Visitor's / User's Responsibilities – this applies to Students, and anyone else who uses the Website

3.1 Users are responsible for their own security in conjunction with the services through the Website, both online and offline.

3.2 Users are solely responsible for the material they post on the Website, including messages sent, and they must not post defamatory, violent, offensive or illegal material. In accordance with The British Values such as: democracy; individual liberty; the rule of law; mutual respect; tolerance of those with different faiths and belief.

3.3 Users must immediately report to Yav's Education Lab any defamatory, offensive or illegal material they view on the Website.

3.4 Users must exercise their own judgement regarding the accuracy of information provided on the Website. Yav's Education Lab cannot and does not guarantee that all of the content on the Website is complete, accurate or up-to-date.

3.5 Users must contact Yav's Education Lab immediately if they believe their password has been compromised. Users will be responsible for the actions of any interactions conducted in their name until they have notified Yav's Education Lab that they believe their password has been compromised.

3.6 Users and Students agree to abide by the Privacy Policy provided through the Yav's Education Lab's Website.





3.7 Any User who fails, (Yav's Education Lab's opinion) to comply with these terms and conditions may be immediately suspended from using the user account and any related services. Yav's Education Lab reserves the right to cancel any existing bookings in such circumstances.

4. Student-User's Responsibilities

4.1 Yav's Education Lab is not responsible for the acts or omissions of Students, and is solely responsible for its own acts or omissions.

4.2 Students must be at least 18 years old to book a Spanish Lesson with Yav's Education Lab for themselves. Students under the age of 18 must be represented by a parent or legal guardian (User) who gives consent for them to receive tuition from the Teacher via Yav's Education Lab. Yav's Education Lab is not responsible for any dispute between a person under the age of 18 and a parent or guardian.

4.3 Students must ensure that all of their personal details and contact information are accurate and up-to-date. Yav's Education Lab will contact Students by email.

4.4 When a Booking is made:

- ✱ more than 24 hours in advance of the start time of the first Spanish Lesson, Students have up to 48 hours before their first Spanish Lesson with the Teacher is due to commence, to confirm the Booking (as defined in clause 4.5).
- ✱ within 24 hours of the start time, Students have up to 12 hours before their first Lesson with the Teacher is due to commence, to confirm the Booking by sending the confirmation by email.

4.5 To confirm a Booking for their first Spanish Lesson with the Teacher, the Student must enter, or have already entered, valid payment details on the Website or method chosen and send a confirmation receipt by email to yavseducationlab@gmail.com.

4.6 After confirming their Booking for their first Spanish Lesson with the Yav's Education Lab the Student authorises for further Bookings made by the Teacher on behalf of a Student after the first Lesson will, therefore, be agreed and confirmed by the Student for any Yav's Plan that is more convenient for the Student's interest.

4.7 When a Booking is confirmed, the Student enters into a direct contact with the Teacher for the provision of Spanish Lessons and Yav's Education Lab.

4.8 When a confirmed Booking exists, the Student must ensure that they have a valid debit/credit card registered on the Website, with sufficient funds to cover the Booking. Additionally, Yav's Education Lab can provide Transfer details to receive the payment after the agreed Initial Spanish Lesson or Yav's Plan.

4.9 Students must ensure that they have given enough information to the Teacher, including their correct address, to allow the Spanish Lesson to take place.





If a Spanish Lesson is to take place at the Student's home, the Student must provide a suitable setting for tuition.

4.10 Students must use their own judgement about the services of Yav's Education Lab detailed on the Website.

4.11 Students are responsible for checking that Bookings made by the Teacher on their behalf are done correctly, understanding they will be informed of the Lessons by email.

4.12 Students are responsible for ensuring that they have the correct equipment to be able to access the Online Classroom prior to an Online Spanish Lesson. Alternatively, arrangements will be made in an event that the Student is unable to access the Online Classroom. If the Student fails to have alternative options and still unable to access the Online Classroom, no refund will be given outlined in clause 2.2 of these terms and conditions.

4.13 Any Student who fails, (Yav's Education Lab's opinion), to comply with these terms and conditions may be immediately barred from using the Website and any related services. Yav's Education Lab reserves the right to cancel any existing Bookings in such circumstances.

4.14 Cancellations: Students may cancel any Booking, without incurring any charge, by giving more than 72 hours' notice. In the circumstances that your booking is done in less than 72 hours you will be not entitle to this cancellation option.

4.15 Nothing in these terms and conditions affects a Student's statutory rights.

4.16 Simply by agreeing to these terms and conditions, a Student is not required to sign up with the Teacher or make any Bookings.

5. Teacher Status and Responsibilities

5.1 The Teacher is an employee of Yav's Education Lab and is solely responsible for her own actions both on and off the Website.

5.2 The Teacher is fully certified with the QTS (Qualified Teacher Status) in England.

5.3 Our Teacher is legally entitled to work in the UK.

5.4 If the Teacher contacts Students who are under the age 18, please ensure that a parent or legal guardian represents these Students.

5.5 The Teacher is responsible for ensuring that the Students' information they provided is accurate and in no way misleading. If necessary the Teacher must update this information promptly to maintain its accuracy.

5.6 The Teacher is responsible to update her DBS certificate during teaching with Yav's Education Lab, set out in clause 16.4 of these terms and conditions.





5.8 The Teacher must use their own judgement about whether she wishes to offer their Spanish tuition services to each individual Student. The Teacher must take every precaution to ensure that they work in a safe environment.

5.9 Each Teacher will have a ranking on the Website based on a mixture of profile data, Student ratings and number of Lessons taught. Positive Student ratings, repeat Bookings and a greater amount of Spanish Lessons taught will contribute to the Teacher being ranked higher on the Website's search engine results. Yav's Education Lab reserves the right to change the way the Teacher is ranked at any time.

5.10 The Teacher should make Bookings for Spanish Lessons and respond to messages received from Yav's Education Lab and Users promptly within 24 hours.

5.11 The Teacher must only make Bookings for Spanish Lessons in accordance with the instructions of their Students.

5.12 The Teacher must attempt to call or message the student, be able to provide evidence of the call and text, and allow at least 10 minutes from the scheduled start time of a Spanish Lesson for Students to attend the Spanish Lesson.

5.13 The Teacher must not complete or intend to complete coursework, or any similar assignments, on behalf of Students.

5.14 The Teacher must ensure that all written communication with Students to organise Bookings and arrange Lessons takes place via the Website, by email or by text message.

5.15 The Teacher who is late (no more than 10 minutes) for a Spanish Lesson must contact the Student directly to make them aware of their lateness and that the Student is happy to take the Spanish Lesson at a later time. If the Teacher reschedules a Lesson due to lateness or circumstances the Student will receive a bonus 15 minutes free of charge.

6. Payment

6.1 The 1- to-1 Yav's Session Fee payable by a Student for a Spanish Lesson will be displayed on the Website <https://www.yavseducationlab.co.uk/book-online>, at the time of confirming a Booking. The Yav's Plan Fee will also be on the Student's invoice.

6.2 Spanish Lessons Fee will be collected by Yav's Education Lab's Platform. All fees include any applicable VAT or other sales tax.

6.3 If any Student cancels a Booking less than 12 hours before the relevant Spanish Lesson is due to commence, payment may be taken less than 24 hours after the Spanish Lesson is due to end.

6.4 For Online Spanish Lessons, Students will be charged the full Lesson Fee. The Teacher will wait for at least the first 15 minutes of a Spanish Lesson and, therefore, give the Student sufficient opportunity to attend to the 45 minutes lesson remaining.





6.6 If a Spanish Lesson does not take place because a Student does not attend (whether in person or via the Online Classroom, as applicable), the Student will be charged the full Lesson Fee.

6.7 Payment processing services on Yav's Education Lab's Website is provided from – United Kingdom. By agreeing to these terms and conditions or continuing to operate as a Teacher on Yav's Education Lab's Website, as the same may be modified or amended by from time to time; and Student agrees to provide Yav's Education Lab with accurate and complete information about themselves and, where relevant, their business, and the Student authorises Yav's Education Lab such information and transaction information related to Tutor's use of the payment processing services provided by the Student.

6.8 Spanish Lessons payments must be made (by the Student) within 24 hours of the agreed booking of the Initial Spanish Lesson booked.

6.9 Payments of any Yav's Plans must be done by the Student 48 hours after the Initial Spanish Lesson, and before the first Spanish Lesson agreed in any Yav's Plan.

7. Cancellations

7.1 A Student may cancel a Booking at any point before the scheduled start date of a Lesson.

7.2 A Student may only cancel a Lesson by direct contact with the Teacher, such as by text or phone, and not through the Website, may result in charges still being made to a Student's account.

7.3 Cancellations made 72 or more hours before a Spanish Lesson is due to commence will incur no charge.

7.4 Bookings cancelled by a Student less than 72 hours before a Lesson is due to commence may incur a charge. Yav's Education Lab plans specifically, tailored and based on the student's best interest, every single Spanish Lesson. The Student needs to keep in mind that has been planned, organised and their time slot has been kept specifically for the Student.

7.5 Lessons cancelled less than 36 hours before the start time of the session will incur 50% of the session cost. Lessons cancelled on the day of their starting time will be subject to a full price of the session cost. If there are extenuating circumstances surrounding the Spanish Lesson cancellation then contact the Teacher to reschedule the sessions this will be achievable. Online bookings cannot be cancelled after the session has started. Yav's Education Lab will process any Spanish Lesson rescheduling in accordance with these terms and conditions.

7.6 Yav's Education Lab reserves the right, as a goodwill gesture, to process the cancellation related to any Yav's Plan Spanish Lesson. Yav's Education Lab will promptly process a refund of half balance return of the remaining amount in your plan (excluding already all lessons taken and including late cancellations).





7.7 The Teacher may postpone a Booking at any time prior to a Lesson taking place. To do so, The Teacher must inform the Student directly via text or by email. In the event of the Teacher moving a Booking, the Student will not be charged any Spanish Lesson Fee, the Student will receive a time compensation for the unexpected event happened.

7.8 Subject to paying for any Yav's Plan chosen or used, a Student may cease to use the Yav's Education Lab services at any time.

7.9 Bookings cannot be cancelled after the Lesson has started.

8. Missed Lessons and Complaints

8.1 As well-defined at the end of these terms and conditions, a "Complaint" covers any cause for the Student to seek a refund as a result of the service provided by the Teacher, including, but not limited to, a Missed Spanish Lesson (where the Teacher did not attend a Lesson booked online or face-to-face) or a claim about quality (where the Student feels that the service provided by the Teacher falls below the standards they reasonably expected).

8.2 A Student should inform Yav's Education Lab of a Complaint by either phone call or email within 24 hours after the scheduled finish time of the relevant Spanish Lesson.

8.3 When a complaint has been received from a student, Yav's Education Lab will contact the Teacher within 24 hours of the complaint being received, by email and text message to inform the Teacher that a complaint has been raised.

8.4 Should a Student inform Yav's Education Lab of a complaint within 24 hours after the scheduled finish time of the relevant Lesson, the Teacher has 12 hours to inform Yav's Education Lab through the Website of their desire to dispute the complaint.

8.5 Should the Student and the Teacher not reach an amicable agreement regarding a complaint, the Student is entitled to make a claim against the Teacher in relation to the complaint. As set out in clause 8.6, Yav's Education Lab accepts liability in relation to complaints and the services provided by the Teacher.

8.6 Should Yav's Education Lab find that a Missed Lesson occurred due to any failure of Yav's Education Lab to meet the terms set out in clause 2 of these terms and conditions, Yav's Education Lab will refund the Student any Platform Fee paid.

8.7 Yav's Education Lab reserves the right to offer any Student, as a gesture of goodwill, payment of a sum equivalent to the full Lesson Fee. Such a payment will be awarded solely at Yav's Education Lab's discretion.





9. 100% Satisfaction Guarantee

9.1 To reflect Yav's Education Lab's confidence in the matching service provided, Yav's Education Lab will, as a gesture of goodwill, will extend some sessions times with a Student who qualifies for the 100% satisfaction guarantee (as defined in clause 9.2).

9.2 To qualify for this satisfaction guarantee, Students must: notify Yav's Education Lab that are committed to their first Lesson and the following Spanish Lessons agreed in any Yav's Plan chosen.

9.3 To qualify for this satisfaction guarantee, Students must:

- ✳ ask all questions or doubts related with the Spanish Lessons at any time during the Initial Questionnaire Spanish Lessons,
- ✳ pay first Initial Spanish Lesson (as defined in clause 6.8),
- ✳ pay any Yav's Plan chosen (as defined in clause 6.9),
- ✳ prepare and complete all homework sent by the Teacher within the agreed Spanish Lessons time frame,
- ✳ ask questions or doubts related with the Spanish Lessons at any time during the Spanish Lessons, and/or by email during homework time,
- ✳ ask all questions or doubts related with their lessons at any time during the Spanish Lessons, and/or by email,
- ✳ respect The British Values (as defined in clause 3.2) during all Spanish Lessons.

9.4 The satisfaction guarantee is limited to one claim per Student.

9.5 Yav's Education Lab reserves the right not to make the goodwill gesture if the Student has failed to comply with any of these terms and conditions.

10. Failed Payments

10.1 As defined in clause XX.XX, 'Failed Payment' means an outstanding Lesson Fee for a Booking. The Student has been unable to make a successful charge against the payment details provided by Yav's Education Lab for the Spanish Lesson booked within the payment period (as defined in clause 6.8).

10.2 In the case of a Failed Payment still being outstanding 48 and 72 hours before the scheduled relevant Spanish Lesson, the Student will lose the rights of 100% Satisfaction Guarantee claim (as defined in clause 9.4).

10.3 The Student can also give Yav's Education Lab consent by phone, email, SMS or support messages to retry payments for any outstanding Failed Payment. Additionally, Yav's Education Lab can provide Transfer details to receive the payment after agreeing the Initial Spanish Lesson or Yav's Plan





10.4 Yav's Education Lab reserves the right to protect the Teacher from further loss of earnings by cancelling Lessons and their associated Bookings at any point with a Student who has an outstanding Failed Payment.

11. Child Protection

11.1 Yav's Education Lab seeks to provide the best service possible and provide a safe experience in which children can learn.

11.2 It is mandatory that any User who is the parent of a child under the age of 18, who has a Spanish Lesson, must meet the Teacher in the first Initial Spanish Lesson to meet all details for the learning period of her/his child.

11.3 The Teacher complies with The Tutors' Association Child Protection Policy and all relevant legislation and government guidance. The Policy can be found at this website: https://img1.wsimg.com/blobby/go/1a668a6b-1c3c-4fdd-ad54-243a369a420a/downloads/1cksgq6k5_30316.pdf

11.4 If any User has a concern regarding child protection, they should contact Yav's Education Lab immediately.

11.5 Yav's Education Lab's designated Child Protection Officer is Yavanna Blasco Blasco.

12. Disclaimers and Limitation of Liability

12.1 Nothing in these terms and conditions in any way limits or excludes Yav's Education Lab's liability for negligence causing death or personal injury, or for anything that is not permitted by law to be excluded or limited.

12.2 All Users must give Yav's Education Lab a reasonable opportunity to remedy any matter for which Yav's Education Lab is potentially liable before incurring any costs solving the matter themselves.

12.3 Yav's Education Lab shall not be liable for any loss or damage caused by it or its employees or agents in circumstances where:

- there is no breach of a legal duty of care owed by Yav's Education Lab or by any of its employees or agents;
- such loss or damage was not reasonably foreseeable by both parties; or
- such loss or damage is caused by the User, for example by not complying with these terms and conditions.





12.4 To the extent permitted at law, the User will be liable for any reasonably foreseeable loss or damage that Yav's Education Lab suffers arising from the User's breach of these terms and conditions or misuse of the Website or materials used during the Spanish Lessons (subject of course to Yav's Education Lab's obligation to mitigate any losses).

12.5 The following clauses apply only if the User is not a consumer:

- To the extent allowed by law, the User and Yav's Education Lab exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in these terms and conditions. In this clause, any reference to Yav's Education Lab includes its employees and agents.
- In no event (including Yav's Education Lab's negligence) will Yav's Education Lab be liable for any:
 - ✧ economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
 - ✧ loss of goodwill or reputation;
 - ✧ special, indirect or consequential losses; or
 - ✧ damage to or loss of data (even if Yav's Education Lab has been advised of the possibility of such losses).
- The User will indemnify Yav's Education Lab against all claims and liabilities directly or indirectly related to the User's use of the Website and/or breach of these terms and conditions.
- These terms and conditions constitute the entire agreement between the parties with respect to their subject matter and supersede any previous communications or agreements. The parties both acknowledge that there have been no misrepresentations and that neither has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to these terms and conditions is excluded.

13. Intellectual Property

13.1 When submitting material to Yav's Education Lab, Students must to ensure the correct format, which is in PDF.

13.2 When receiving material from Yav's Education Lab, Students get exclusive, exercises and activities developed and thought for the best interest of the Student, which is assessed during the Initial Spanish Lesson.

13.3 Sometimes the Teacher recommends a manual or ISBN (copying a few pages of the book legally allowed) it is up to the Student get such material.





14. Changes to these terms and conditions

14.1 Yav's Education Lab may change these terms and conditions by posting the revised version on the Website, this will become effectively immediately. Please check the Website from time to time. Users will be bound by the revised terms and conditions if they continue to use the Website or the services following the effective date shown.

15. Governing Law & Jurisdiction

15.1 These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim will be decided only by the courts of England.

15.2 If any clause or any part of these terms and conditions is found to be unenforceable in law, the other terms and conditions will remain in force.

16. Definitions

16.1 "Booking" means the booking attached to an individual Spanish Lesson or Yav's Plan on the Website: <https://www.yavseducationlab.co.uk/book-online>.

16.2 "Complaint" means a claim by a Student that either the service provided by a Teacher falls below the standards the Student expectations of a Teacher introduced by Yav's Education Lab.

16.3 "Content" means all information of whatever kind (including information, service provider listings, profiles, Reviews) published, stored or sent on or in connection with the Website.

16.4 "DBS" means a Teacher displaying the 'I have a background check' badge on their profile page on the Website. Background checks must have been awarded within 2 years of the date on which a Teacher creates an account on the Website, and within 3 years at any point in time thereafter. Within these time frames, background checks will be accepted if they are an enhanced check provided by the Disclosure and Barring Service, Disclosure Scotland or Access Northern Ireland. Yav's Education Lab cannot verify any claim made by Teachers within their profile or in any of other communication that relates to them having a valid background check other than through the awarding of the "Background Checked Status".

16.5 "Failed Payment" means an outstanding Lesson Fee for a Booking as instructed by Yav's Education Lab, has been unable to make a successful charge against the payment details provided by the Student.





16.6 “Spanish Lesson” means, unless otherwise specified, a one-to-one tuition lesson between a Student and a Teacher, including both in-person and online sessions.

16.7 “Lesson Fee” means the combination of the Teacher Fee and the Platform Fee.

16.8 “Missed Lesson” means a claim by a Student that they have not received a Lesson with a Booking on the Website.

16.9 “Online Classroom” means Yav’s Education Lab’s own online lesson space, which is made available to Users at the time of, booked Online Lessons.

16.10 “Online Spanish Lesson” means a one-to-one tuition lesson between a Student and the Teacher delivered through Yav’s Education Lab’s Online Classroom such as: Skype, WhatsApp or other available platform.

16.11 “Platform Fee” means the fee charged by Yav’s Education Lab to Students for the provision of Yav’s Education Lab’s services.

16.12 “Review” means any review, comment or rating.

16.13 “Student” means a User who has registered a student account on the Website. The Student must be at least 18 years old. Where the learner is under 18 years old, the Student will be their parent or guardian.

16.14 “Teacher” means a User who has registered a Teacher account on the Website.

16.15 “Yav’s Education Lab” means the company trading as Yav’s Education Lab with its registered office address at Gloucester, Gloucestershire, United Kingdom.

16.16 “User” means a person who uses our Website (whether or not they have registered an account with us).

16.17 “Website” means the website on the domain <https://www.yavseducationlab.co.uk>

