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WEBSITE TERMS OF USE

Welcome to the Beyond Ascent website (the “Website”), operated by Beyond Ascent Limited (“we,” “us,” or “our”), a UK-based provider of Special Educational Needs (SEN) tutoring services. These Terms of Use (“Terms”) govern your access to and use of the Website, including all content, services, and products available on or through the Website. By accessing or using the Website, you agree to be bound by these Terms.

Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Acceptance of Terms

By using the Website, you confirm that you are at least 18 years of age or have the legal capacity to enter into these Terms under the laws of England and Wales. If you are using the Website on behalf of an organisation or as a parent/guardian arranging tutoring services for a minor, you represent that you have the authority to bind that organisation or act on behalf of the minor. These Terms apply to all users, including parents, guardians, students, or other visitors to the Website.

2. Changes to Terms

We reserve the right to modify or update these Terms at any time at our sole discretion. Changes will be effective immediately upon posting the updated Terms on the Website, and we will update the “Last Updated” date. Your continued use of the Website after any changes constitutes your acceptance of the revised Terms. We recommend reviewing these Terms periodically.

3. Access to Our Site

- Access to Our Site is free of charge.
- It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Intellectual Property Rights

4.1 Ownership



All content on the Website, including text, graphics, logos, images, educational materials, and software, is the property of Beyond Ascent Limited or its licensors and is protected by UK and international copyright, trademark, and other intellectual property laws.

4.2 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable licence to access and use the Website for personal, non-commercial purposes, such as exploring our services or managing bookings. You may not reproduce, distribute, modify, or create derivative works from any content on the Website without our prior written consent, except as permitted for educational purposes in connection with our tutoring services.

5. Use of the Website

5.1 Permitted Use

You may use the Website only for lawful purposes and in accordance with these Terms. The Website is intended to provide information about our SEN tutoring services, facilitate bookings, and support communication with our team. You agree not to:

- Use the Website in any way that violates any applicable laws or regulations in the United Kingdom, including the Equality Act 2010 and Data Protection Act 2018.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website or that may harm Beyond Ascent or its users.
- Use any automated systems, such as robots or spiders, to access the Website for any purpose, including copying or monitoring content, without our prior written consent.
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any part of the Website, its servers, or any connected systems.

5.2 Account Registration

Some features of the Website, such as booking tutoring sessions or accessing resources, may require you to create an account. You agree to:

- Provide accurate, current, and complete information during registration.
- Keep your account information updated.
- Maintain the confidentiality of your account credentials and accept responsibility for all activities under your account.
- Notify us immediately of any unauthorised access to or use of your account.

6. Tutoring Services



6.1 Service Description

Beyond Ascent provides SEN tutoring services, including one-to-one and group sessions tailored to the needs of students. Details of our services and availability, are provided on the Website or upon request. All services are subject to availability and our separate service agreements or booking terms, which will be provided at the time of booking.

6.2 Booking and Payment

Bookings for tutoring sessions are made through the Website or by contacting us directly. Payment terms, cancellation policies, and refund policies will be outlined in our booking confirmation or service agreement. We reserve the right to refuse or cancel bookings at our discretion, subject to applicable consumer protection laws.

7. User Content

7.1 Submission of Content

The Website may allow you to submit content, such as feedback, reviews, or communications related to tutoring services (“User Content”). By submitting User Content, you grant Beyond Ascent a worldwide, non-exclusive, royalty-free, perpetual, and sublicensable right to use, reproduce, adapt, and display such User Content for purposes related to our services, including marketing and improving our offerings.

7.2 Responsibility for User Content

You are solely responsible for any User Content you submit. You represent that your User Content:

- Does not infringe any third-party rights, including intellectual property or privacy rights.
- Is not unlawful, defamatory, offensive, or otherwise objectionable. We reserve the right to remove or disable access to any User Content that violates these Terms or our policies.

8. Privacy and Data Protection

Your use of the Website is governed by our Privacy Policy. As a UK-based business, We comply with the Data Protection Act 2018 and UK GDPR regarding the collection, use, and storage of personal data, including sensitive information related to SEN students. By using the Website, you consent to the processing of your personal data as described in our Privacy Policy.

9. Third-Party Links

The Website may include links to third-party websites or services (e.g., payment processors or educational resources). We are not responsible for the content, privacy policies, or

practices of these third-party websites. You access such websites at your own risk and should review their terms and policies.

10. Viruses, Malware and Security

10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

10.5 You must not attack Our Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.

10.6 By breaching these Terms, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, BEYOND ASCENT LIMITED, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM:

- YOUR USE OF OR INABILITY TO USE THE WEBSITE.
- UNAUTHORISED ACCESS TO OR USE OF YOUR DATA.
- ANY ERRORS OR OMISSIONS IN THE WEBSITE'S CONTENT.
- ANY DELAYS OR FAILURE TO PROVIDE TUTORING SERVICES, EXCEPT AS REQUIRED BY UK CONSUMER LAW.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under the laws of England and Wales.

12. Indemnification

You agree to indemnify, defend, and hold harmless Beyond Ascent Limited, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, or expenses



(including reasonable legal fees) arising from your use of the Website, violation of these Terms, or infringement of any third-party rights.

13. Termination

We may suspend or terminate your access to the Website at our discretion, without prior notice, if you breach these Terms or for any other lawful reason. Upon termination, your right to use the Website will cease immediately. Termination does not affect any obligations related to tutoring services already booked, which are governed by our service agreements.

14. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales, except where alternative dispute resolution is required under UK consumer law.

15. Consumer Rights

Nothing in these Terms affects your statutory rights as a consumer under the Consumer Rights Act 2015 or other applicable UK legislation. If you are a consumer, you may have additional rights, including the right to cancel certain services within 14 days under the Consumer Contracts Regulations 2013. For details, please contact us or refer to our service agreement.

16. Miscellaneous

16.1 Entire Agreement

These Terms, together with our Privacy Policy and any applicable service agreements, constitute the entire agreement between you and Beyond Ascent Limited regarding your use of the Website.

16.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

16.3 Waiver

No waiver of any term of these Terms shall constitute a waiver of any other term or a continuing waiver of that term.

17. Contact Us

If you have any questions about these Terms or our services, please contact us at:



Beyond Ascent Limited

Address: 320 City Road, London, England, EC1V 2NZ

Email: hello@beyondascent.co.uk

Phone: +44 7754 970784

18. Communication from Us

18.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms.

18.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 10 business days for Us to comply with your request. During that time, you may continue to receive emails from Us. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at hello@beyondascent.co.uk.

18.3 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation or any successor legislation (“GDPR”) and your rights under the GDPR.

18.4 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy (contained within our Privacy Policy) and Data Retention Policy (available upon request).