

# Eequ Customer Terms of Service

**IMPORTANT:** We do not vet any of the mentors listed in Eequ. Eequ is an open platform, and you must carry out your own checks to see if the mentor and the experience they offer is suitable for your child. Please review our [Safeguarding page](#) before you make any bookings through Eequ.

## 1. Status of These Terms

- a. These terms and the documents referenced in them create a legal agreement between you ("you") and Eequ Ltd, a company registered in England and Wales under company number 11506483, whose registered office is 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, and whose trading address is The Yard, Lewes Road, Forest Row, E. Sussex, RH18 5AA ("we", "us" or "our") in relation to the Eequ mentor discovery and learning profile platform (referred to in these terms as the "Platform"). You agree that by accessing and/or using the Platform, you are agreeing to these terms and our Privacy Policy.
- b. **You agree that you are a private individual at least 18 years old and are present in the United Kingdom at the time you use the Platform. Use of the Platform by anyone under the age of 18, or outside the UK, is prohibited.**
- c. You can access these terms at any time at [www.eequ.org](http://www.eequ.org). We reserve the right to update these terms from time to time by posting the updated version at that address. We may do so because we change the nature of our services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and/or using the Platform.
- d. **Your attention is in particular drawn to the following:**
  - i. **under section 3.c and section 13 below, under which we limit our liability to you.**
  - ii. **the provisions regarding your child's Learning Portfolio, under section 9.**
- e. **The mentor experiences listed on the Platform are promoted and provided by the relevant Mentor you book products and services with. Not by us.** Our role and responsibilities are limited to listing details of mentors, and arranging bookings on behalf of mentor. Eequ cannot be responsible for any action or omission of mentors listed on the platform, nor for the quality of experience they provide.
- f. If you have any questions about these terms or the Platform, you may contact us by email at [hello@eeq.org](mailto:hello@eeq.org).

## 2. Definitions.

The definitions below apply to these terms:

- a. "Booking" means a contract for the provision of an Experience entered into between you and the Mentor by means of the Platform;
- b. "Experience" means a learning or mentoring experience provided by a Mentor;
- c. "Mentor" means a provider of learning or mentoring experiences, independent of Eequ, which promotes its experiences via the Platform;
- d. "Mentor Charges" means the Mentor's charges specified for an Experience in the Mentor Listing, which will be charges to you in full when you make a Booking;
- e. "Mentor Listing" means a listing in the Platform, provided by the Mentor, setting out a description of the Mentor, the price for Experience, and any Mentor Terms and Conditions (including the Mentor's cancellation policy).
- f. "Mentor Terms and Conditions" means any Mentor terms and conditions and/or terms of business highlighted in the Mentor Listing, including the Mentor's cancellation policy;
- g. "you" and "your" means you, any person who browses or uses the Platform.
- h. "your child" means the child for whom the Experience is booked.

3. Eequ is not a provider of learning or mentoring experiences.

- a. The Platform aims to connect you with Mentors. We do not perform any checks or vetting on the Mentors. We are not a provider of learning or mentoring experiences. We have no involvement in the provision of the Experience or creating the content of any Mentor Listing.
- b. The Platform is designed to enable users to make a Booking with a Mentor. Bookings are made for products and services by the Mentor, and not by us. Eequ is responsible only for listing Mentor Listings and scheduling appointments on behalf of the Mentor. The content of the Mentor Listing on the Platform, is entirely the responsibility of the Mentor.
- c. All Mentor Listings on the Platform are listed by Eequ but their content is created and submitted by Mentors. As a result, we are not (and cannot reasonably be) responsible or liable to you for anything in relation to the promotion of the Mentor or their Experiences in the Mentor Listing.
- d. While Mentors may possess their own profiles on the Platform, we do not represent, endorse or recommend any Mentor, the quality of their work or the value and quality of their advice and service.
- e. The Mentors on the Platform are not our employees, workers or sub-contractors. They are independent traders who use Eequ to promote their Experiences.
- f. You agree to review and follow the recommendations in Eequ's Safeguarding page. You will be prompted to review the Safeguarding page again each time you book an Experience, and it is available at the bottom of all pages of the Platform.
- g. You agree not to make any payment for Bookings other than through Eequ. If a Mentor invites you to make payment for a Booking outside of Eequ, please let us know.
- h. If at any stage you have concerns about the competence, qualifications, suitability or performance of any Mentor or Experience please let us know by emailing [hello@eequ.org](mailto:hello@eequ.org) and we will contact the Mentor.

#### 4. **Bookings**

- a. You must only make Bookings in respect of a child of whom you are a legal parent or guardian with parental responsibility. Do not use Eequ to make any Bookings in respect of children of whom you are not the legal parent or guardian.
- b. All Mentors are required to confirm that to ensure that all information provided by them in a Mentor Listing is accurate, complete and not misleading in any way. But given the large number of Mentor Listings, we cannot and do not verify the information which they provide to us. It is the Mentor's responsibility to ensure that the products and services as set out in the Mentor Listing is available and accurately described, and your responsibility to satisfy yourself that they are right for you and your child. We are not responsible for any inaccuracies in the Mentor Listing.
- c. As a consumer, you may have legal rights against the Mentor in relation to any products and services that are not provided in accordance with reasonable skill and care, or his/her obligations, or if the products and services are not as described in the Mentor Listing. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect your statutory rights as a consumer.
- d. It is your sole responsibility to check with a Mentor as to any medical or health-related conditions which might affect your child (for example without limitation, allergy information and health issues).
- e. Bookings may be subject to Mentor Terms and Conditions. Please check the Mentor Listing for any such Mentor Terms and Conditions.

## **5. Cancellations**

- a. Please take care to review the cancellation policy of the Mentor. We oblige them to notify you of this in their Mentor Listing. You will be notified of it again on the page where you pay for the Booking and in the email confirming your Booking.
- b. To cancel a Booking, you should let the Mentor and us know that you have decided to cancel. The easiest way to do this is through your account on the Platform, or by email to [hello@eequ.org](mailto:hello@eequ.org). If you use this method we will e-mail you and the Mentor to confirm we have received your cancellation.
- c. If the Experience is a learning experience, not a leisure experience, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind and cancel an Experience within the 14 day period commencing the day after we send you the Booking confirmation email, without incurring any charge ("cooling-off period"). However, Experiences can take place during the cooling-off period if the date of the Experience requested by you in the Booking falls during the cooling-off period. In that case you will be required to pay the Mentor Charges for the Experience to the extent that it has already been provided by the date on which you cancel. This includes any one-off costs the Mentor may have incurred in order to provide your child with the Experience.
- d. If you cancel any Booking, this will become part of your account information visible to Mentors with whom you request a Booking.
- e. If events or circumstances outside the reasonable control of the Mentor prevent or are likely to prevent the Mentor from providing an Experience, we ask that the Mentor contact

you as soon as possible to arrange to reschedule the Booking, or, if that is not possible, a refund of the Mentor Charges.

**6. Payment of Mentor Charges.**

- a. Mentor Charges for Experiences include VAT where applicable unless it is stated otherwise in the Mentor Listing.
- b. When you agree a Booking with a Mentor, you have created a binding contract with the Mentor for delivery of the Experience in exchange for payment of the Mentor Charges.

**7. Use of the Platform.**

- a. You agree not to use the Platform for anything other than your own personal use as a consumer. You must not use the Platform on behalf of any other person or for any commercial purposes.
- b. We have the right to suspend, withdraw or modify the Platform (or any part of it) without liability to you in the following circumstances: for technical reasons (such as maintenance, or technical difficulties experienced by us or on the internet); to allow us to improve the usability of functionality of the Platform; where we have legal reasons for doing so (including privacy or other legal objections to the content or functionality of the Platform); because it is no longer economically viable or efficient to provide the Platform.

**8. Accounts**

- a. If you set up a user account with us, you agree that you shall take all steps necessary to protect your log in details and keep them secret. You agree that you shall not give your log in details to anyone else or allow anyone else to use your log in details or account. In these terms, references to "log in details" or "account" include your log in details and account for Facebook, Google or any social network or platform that you may allow the Platform to interact with.
- b. If you fail to keep your login details confidential, or if you deliberately or unintentionally share your login details or account with someone else, you accept full responsibility for the consequences of this and agree to fully compensate us for any losses or harm that may result.
- c. We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your account and using the Platform and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.
- d. If you notice an unauthorised use or breach of your user account, you must notify us immediately at [hello@eequ.org](mailto:hello@eequ.org).

**9. Your child's Learning Portfolio**

- a. Eequ is intended to help you record your child's learning and mentoring activities booked through Eequ. If you consent to a Mentor taking photos or video of your child during the course of an Experience and uploading it to Eequ, we will store it in your child's learning portfolio. The Learning Portfolio consists of a record of the Experiences attended by your

child, any reports by Mentors on the learning status noted in respect of your child (that is, can they understand/apply/extend knowledge, skills or learning dispositions), and descriptions of learning aims and descriptions of how the mentor categorises the experiences according to our [Strengths framework](#). The portfolio is available to view using your login details, so make sure that you keep them secure and let us know if you think anyone may have unauthorised access to them.

- b. Eequ is not a backup or storage service. We will do what we reasonably can to ensure that the Learning Portfolio remains intact and available, but we will not be liable for any failure of access to the Learning Portfolio or any loss or corruption of any item in the Learning Portfolio.

## 10. **DISCLAIMERS**

- a. We do not create the content of any Mentor Listings in the Platform. The Mentor Listing is not produced by or for us, nor comprehensively verified by us. Therefore, we do not guarantee the accuracy, integrity or quality of that Mentor Listing. Under no circumstances will we be liable in any way for any Mentor Listing, including, but not limited to, any errors or omissions in any Mentor Listing, or any losses or harm of any kind resulting from the use of any Mentor Listing made available via the Platform.
- b. You acknowledge that we cannot reasonably guarantee, and do not guarantee, that the Platform will always be available, or that it will contain any function or feature for any period of time.

## 11. **Your conduct in relation to the Platform**

- a. You agree that you will abide by the [Codes of Conduct](#) and ensure that you explain it to your child in advance of any Booking.
- b. You must comply with all laws applicable in the UK or any other location that you access the Platform from. If any laws applicable to you restrict or prohibit you from using the Platform, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Platform.
- c. You must at all times abide by Eequ's [Acceptable Use Policy](#).

## 12. **Your breach of these terms**

- a. We reserve the right to suspend or terminate your access to the Platform (including by deleting your account) if we reasonably believe that you are in material breach of these terms (including by repeated minor breaches). Any significant breach, including any breach of section 11, is likely to be considered a material breach.
- b. You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these terms by you.

## 13. **LIMITATION OF LIABILITY - IMPORTANT – PLEASE READ CAREFULLY**

- a. We accept liability for death or personal injury resulting from our negligence or that of our employees or agents (which does not include any Mentor), and for losses or harm caused by fraud by us or our agents, or any other liability which may not by law be excluded.

- b. We only supply the Platform for your own individual domestic and private use. You agree not to use the Platform in the course of any business, or for any commercial, business or re-sale purpose. We therefore have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c. We are not responsible for any losses in relation to your receiving or not receiving the Experience, or in respect of any matter relating to any Mentor Listing.

**14. Intellectual property**

- a. You acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to the Platform (other than the content of Mentor Listings, which remain the property of the Mentor) are owned by us or licensed to us by our partners.
- b. You must not copy, distribute, make available to the public or create any derivative work from the Platform or any part of the Platform unless we have first agreed to this in writing.
- c. You must not use any Eequ trade marks (including 'eequ' and the Eequ logo), or other intellectual property rights in and relating to the Platform without our prior written consent.
- d. If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.
- e. 'eequ' and the Eequ logo are trade marks owned by us. No licence to use them is granted under these terms.

**15. Legal or Complaint Notices:**

If you have a complaint regarding any Mentor Listing, you may notify us by emailing us at [hello@eequ.org](mailto:hello@eequ.org) with the following information: name; street address; email address; full details of your complaint and the Mentor Listing (or Mentor Listings) you are complaining about. These requests should only be submitted by you or someone who is authorised to act on your behalf.

**16. Privacy**

- a. We are registered with the Information Commissioners as a data controller in the United Kingdom.
- b. We will only collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these terms. By using the Platform, you give your consent to us collecting, processing, using and sharing your personal data in this way. If you do not agree to our Privacy Policy, you should not access and/or use the Platform.

**17. Links**

- a. We may link to third party products or services from the Platform (including to websites of Mentors), and ads may be placed in the Platform on behalf of third parties. You understand that we make no promises regarding any content, goods or services provided by such third parties. We are also not responsible to you in relation to any losses or harm caused by such third parties. You understand that when you provide data to such third

parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that data.

**18. General**

- a. We may wish to transfer all or a part of our rights or responsibilities under these terms to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under these terms unless we first agree to this in writing.
- b. These terms set out the entire agreement between you and us concerning the Platform and they replace all earlier agreements and understandings between you and us.
- c. If any part of these terms is held to be invalid or unenforceable under any applicable local laws or by the applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these terms shall remain valid and enforceable.
- d. Our failure to exercise or enforce any of our rights under these terms does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.

**19. Complaints and dispute resolution**

- a. Most concerns in relation to the Platform can be solved quickly by contacting us at [hello@eequ.org](mailto:hello@eequ.org).
- b. Any issues in relation to any Experience should be addressed directly with the Mentor, but we request that you keep us informed so that we can decide on any appropriate action regarding the Mentor's continued listing on Eequ.
- c. In the unlikely event that legal action becomes necessary either by us or by you, these terms shall be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the English courts.

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## Eequ Mentor Terms of Service

The terms and conditions set out below, together with the provisions set out on the Registration Form apply to the use of the Eequ platform by the 'Mentor' (as specified in the Registration Form) for the purposes of promoting its experience sessions to customers, and scheduling and

administering bookings for those sessions. Please review the terms and conditions carefully, paying particular attention to:

Condition 9, which references information requirements under consumer law which the Mentor must adhere to.

Condition 10, which sets out important safety and security requirements and under which the Mentor promises that there are no restrictions on them or their staff working with children.

Condition 26, which defines capitalised terms used in these Conditions.

## **1 The Eequ Service**

**1.1 Eequ is a directory and marketplace service through which Customers can view details of learning and leisure experience providers and the experiences they offer for children of Customers. Eequ, on behalf of the Mentor, promotes the Mentor's experience sessions and facilitates Mentor's use of a payment service provider to collect charges from Customers in respect of bookings made on Eequ. No contract exists between Eequ and the Mentor, or Eequ and the Customer, for the provision of any of the Mentor's experience sessions. Eequ is an intermediary between the Mentor and the Customer. All arrangements for the fulfilment of any booking are solely between the Mentor and the Customer.**

1.2 The Mentor is granted the right to use the Service in accordance with the terms of this Agreement.

1.3 Eequ hereby grants the Mentor a non-exclusive, non-transferable licence to use the Platform solely for the purpose of accessing and using the Service in accordance with the terms of this Agreement and for no other purpose.

1.4 Eequ reserves the right, without liability, to reject or remove from the Experience Listing any Mentor Content which does not meet the terms of this Agreement or at Eequ's sole discretion. In the event of complaints from Customers in respect of any Booking, Eequ may suspend access to the Services and display of the Experience Listing until such time as the issue is resolved to Eequ's satisfaction.

1.5 Eequ may redesign the Platform at its sole discretion at any time.

## **2 Agreed Charges and Service Fee**

2.1 The Mentor shall be responsible for setting the level of the Agreed Charges.

2.2 Stripe is the "Payment Services Provider" for the Mentor on Eequ. Eequ has integrated the Payment Service Provider into the Platform to facilitate payment card processing in respect of the Agreed Charges. Payment processing services for Mentors on the Platform are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). The Mentor is responsible for payment of all sums charged by the Payment Service Provider in accordance with the Stripe Services Agreement. By agreeing to these terms in respect of your use of the Platform, or continuing to operate as a Mentor on the Platform, the Mentor agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Eequ enabling payment processing services through Stripe, the Mentor agrees to provide Eequ accurate and complete



information about the Mentor and its business, and the Mentor authorises Eequ to share it and transaction information related to the Mentor's use of the payment processing services provided by Stripe. As a condition of using the Platform, the Mentor must maintain an account with the Payment Service Provider and accept the Payment Service Provider's terms and conditions. Eequ will not be responsible for any acts or omissions of the Payment Service Provider. Eequ does not process any payments and is not responsible to the Mentor in respect of any chargebacks or fraudulent user activity conducted by means of the Payment Service Provider in respect of the Booking or the Agreed Charges.

- 2.3 Eequ receives its Service Fee automatically by means of the Payment Service Provider. The Mentor hereby authorises Eequ to instruct the Payment Service Provider to pay to Eequ any outstanding Service Fee owed to Eequ, by means of a deduction from payments made by Customers to the Mentor.
- 2.4 Where there is a fault with the Platform or the Payment Service Provider which results in the Service Fee not being automatically deducted the Mentor shall pay the Service Fee to Eequ within 7 days.
- 2.5 The Mentor shall be responsible for accounting for charging and accounting for any VAT arising under the Booking.
- 2.6 Termination of this Agreement, however arising, shall not affect the Mentor's obligation to pay any Service Fee due under this Agreement.
- 2.7 The Service Fee is exclusive of VAT (if any). If any VAT is properly chargeable in respect of any Service Fee, the Mentor shall pay the amount of that VAT to Eequ.
- 2.8 Eequ shall be entitled to increase the Service Fee, or commence or increase any fees payable in respect of any additional services, at any time upon notification to the Mentor by means of the Dashboard. The Mentor's continued use of the Services after receipt of such notice will be deemed acceptance of the increase or change.

### **3 Cancellations by Customers**

- 3.1 The Mentor acknowledges that Customers have the right to cancel Bookings, in accordance with their statutory rights as consumers. The Mentor agrees to accept such cancellations to the extent required under applicable law and its Cancellations Policy set out in the Experience Listing. and will not be entitled to any payment in respect of any cancelled Booking.
- 3.2 The Mentor shall be responsible for specifying its own Cancellations Policy in the Experience Listing. Such policies must be in accordance with applicable laws, including the Regulations.

### **4 Cancellations by Mentors**

- 4.1 If a Mentor wishes to change the date and/or time of a Booking, in the event that the Customer is unable or unwilling to agree to such change, Mentor shall immediately notify the Customer and refund the Customer the full amount. However, at Eequ's sole discretion, Eequ may still require the Mentor to pay the Service Fees that would have been due from the Mentor in respect of that Booking. This Condition 4 does not affect

Customer's rights or Mentor's obligations to a Customer under a Booking or applicable law.

## **5 Conduct of Mentor in relation to Customers**

- 5.1 The Mentor agrees to abide by the Eequ [Codes of Conduct](#).
- 5.2 All Customer Submissions are provided by Customers, not by Eequ. Eequ cannot reasonably verify the accuracy of each one. Eequ therefore takes no responsibility and assumes no liability for any Customer Submission. Eequ is not responsible for any mistakes, defamation, omissions which the Mentor or its staff may encounter, or for any infringement of intellectual property rights by any Customer Submission. If the Mentor considers that any Customer Submission is defamatory of the Mentor or any individual, or infringes their rights in any way, the Mentor should contact Eequ at [hello@eequ.org](mailto:hello@eequ.org).
- 5.3 Eequ is not involved in transactions between Customers and Mentors. In respect of any dispute arising between Customer and the Mentor in relation to any Booking, Experience Session, or Experience Listing, the Mentor releases Eequ (and its agents and employees) from claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 5.4 Eequ shall refer any Customer complaints it receives to the Mentor and the Mentor shall acknowledge all complaints. The Mentor shall respond to the Customer within 72 hours of the Mentor's receipt of a complaint received direct from a Customer or from Eequ.
- 5.5 The Mentor shall not, and shall ensure that no member of its staff or their families, shall not, interact with the Platform as a Customer, including posting a review of the Mentor or any other Mentor.
- 5.6 The Mentor shall not pay or incentivise any Customer in any way to post a positive Customer Submission, including by means of any discount on services available at the Mentor or elsewhere.
- 5.7 The Mentor shall not pressure, intimidate or harass any Customer on the basis of their interaction with the Platform, including any negative reviews.
- 5.8 The Mentor shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Booking, except where such liability arises as a result of Eequ's negligence or its breach of these Conditions.

## **6 Obligations of the Mentor**

- 6.1 The Mentor undertakes in favour of Eequ as follows:
  - 6.1.1 not to remove, suppress or modify in any way any proprietary markings including any trade mark or copyright notice on the Platform;
  - 6.1.2 not to resell, re-market or otherwise distribute any portion of the Service or offer the Service to others;
  - 6.1.3 to be solely responsible for any Mentor Content submitted by the Mentor in connection with the Service;

- 6.1.4 to be responsible for, and at its own cost:
- (a) obtaining and maintaining all necessary permissions, consents and licences to enabling the Mentor to use the Service and submit the Mentor Content;
  - (b) comply with all applicable conventions and codes of practice and all applicable laws, regulations, and other similar forms of legislation in all relevant jurisdictions that may relate to the Mentor's use and access of the Service.
- 6.1.5 to take all necessary precautions to ensure that Mentor Content supplied is:
- (a) honest, accurate, truthful; and
  - (b) is free from viruses or other malware;
- 6.1.6 ensure that in its use of the Service to respond to comments from Customers it maintains a civil, courteous manner;
- 6.1.7 use the Service in accordance with the Eequ [Acceptable Use Policy](#), any applicable law, and in a manner which does not interfere with, disturb, or disrupt the Services, or Eequ's equipment, as determined by Eequ in its sole discretion; and
- 6.1.8 at all times promote the Platform in the Mentor premises by means of promotional materials provided by Eequ.
- 6.2 The Mentor warrants that it has the legal right and authority to enter into bookings and to provide the Experience Sessions. The Mentor shall, at its own cost, be responsible for obtaining (or obtaining relief from any requirements for) all regulatory approvals which the Mentor is required to obtain in respect of the Experience Sessions. Eequ shall provide all reasonable assistance to the Mentor in that regard.
- 6.3 The Mentor shall not use the Services (including the Platform or the Experience Listing) to promote or sell or make available any medicine, medical device, medical product or medical service, or any product or service for which promotion or marketing requires any regulatory licence or consent. The Mentor acknowledges that these items are highly regulated and can only be promoted with appropriate authorisations and approvals, which have not been sought by Eequ.
- 6.4 The Mentor shall be responsible for the supply and maintenance of all equipment and facilities needed by it to carry out the Booking.
- 6.5 The Mentor shall ensure that the services provided by the Mentor under a Booking fully address each requirement as set out in the Booking, and are of a standard consistent with the skills and experience which the Mentor has specified to Eequ in the Experience Listing.
- 7 Indemnity from the Mentor to Eequ**
- 7.1 The Mentor shall defend, indemnify and hold harmless Eequ against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Mentor's use of the Services.
- 8 Mentor Content**
- 8.1 The Mentor shall ensure that none of the following are included in any Mentor Content: (a) any items prohibited by applicable laws or regulatory requirements; (b) any item that

infringes the intellectual property rights or other rights of any person; or (c) any material that is offensive, intimidating, defamatory, obscene, blasphemous, profane or otherwise objectionable.

- 8.2 The Mentor shall maintain procedures to facilitate reconstruction of any lost or corrupted Mentor Content and the Mentor agrees that Eequ will not be liable under any circumstances for any consequences arising from lost or corrupted Mentor Content or files which would not have been lost if such procedures had been maintained.
- 8.3 The Mentor is solely responsible for carrying out all necessary back up procedures for its own benefit to ensure that Mentor Content access can be maintained in the event of loss of Mentor Content from the Platform for any reason.

## **9 Compliance with laws; Consumer Contracts Regulations**

- 9.1 The Mentor shall ensure that all Experience Sessions are provided in accordance with all applicable laws, regulations, codes of conduct and trade association or governmental guidance.
- 9.2 The Mentor agrees to comply with all applicable laws in relation to its activities using the Service, and its sales of products and services to Customers. Without limitation, the Mentor shall comply at all times with the information and right of cancellation requirements in the Regulations.
- 9.3 The Mentor shall ensure that the Experience Listing contains all items required to be disclosed under the Regulations, and shall notify Customer of their right to cancel a Booking in accordance with the Regulations.

## **10 Safety and Security**

- 10.1 The Mentor shall ensure that the Experience Sessions are provided in accordance with the highest level of child safety and security standards.
- 10.2 By registering for the Service, the Mentor warrants that it and the Mentor Staff are not legally prevented from working with children and that its name (nor the name of any Mentor Staff) does not appear in any official lists of individuals who are barred from working with children under any UK Protection of Children Act or similar legislation in any territory.
- 10.3 Eequ and the Mentor will each take all necessary measures to comply with such technical security measures in relation to the Platform notified by Eequ from time to time to the Mentor. The Mentor will take all necessary measures to ensure that each staff member accessing the Platform directly or indirectly complies with the any such security measures.
- 10.4 The Mentor will be responsible for maintaining the security of any passwords or usernames issued to it in respect of the Service. The Mentor shall keep the password and username confidential and safely stored and shall not disclose them to any person other than those who need to have access to the Dashboard and who are aware of the Mentor's obligations to keep those details secure. The Mentor shall immediately notify Eequ by email to [privacy@eequ.org](mailto:privacy@eequ.org) of any suspected security breach or improper use.
- 10.5 Eequ and the Mentor will co-operate with any investigation relating to security that is carried out by or on behalf of Eequ.

10.6 The Mentor acknowledges that any personal data in relation to the owner or staff of the Mentor shall be processed by Eequ in accordance with its [Privacy Policy](#)..

## **11 Data Protection**

11.1 For the purposes of this Condition 11, the following terms bear the meaning ascribed to them in the Data Protection Laws:; “data controller”, “data processor”, “data subject”, “personal data”, “process”, “processing” and “appropriate technical and organisational measures”.

11.2 Eequ and the Mentor each acknowledge that, for the purposes of the Data Protection Laws, in respect of Eequ Customers’ and personal data, the Mentor and Eequ each act as independent data controllers. Except as is required by this Condition 11, each party is responsible for its own compliance with Data Protection Laws.

11.3 The Mentor must within 24 hours of the Mentor becoming aware of it, notify Eequ of any Customer Data Security Breach. Mentor shall provide full cooperation and prompt assistance to Eequ and the Customer in respect of their respective efforts to investigate, remediate, and mitigate the effects of the Customer Data Security Breach.

11.4 Mentor must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) Eequ to be in breach of any provision of any Data Protection Laws and take all reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and ensure that such staff and agents are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;

11.5 For the avoidance of doubt, the Mentor acknowledges that Eequ may as independent data controller contact, and process the personal data of, any Customer or Student. The Eequ Privacy Policy applicable to its use of Customer and Student personal data is set out at <https://www.eequ.org/privacy>.

11.6 The Mentor will indemnify and hold Eequ, its officers and shareholders harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Eequ or its officers and shareholders arising out of or in connection with the Mentor’s breach of this Condition 11.

## **12 Mentor Status as Independent Contractor**

12.1 Eequ acknowledges that the Mentor is providing the Service as part of his/her own business, and that the Mentor shall be entitled to:

12.1.1 specify the dates and times at which it wishes to accept Bookings; and

12.1.2 set its own Agreed Charges.

12.2 The Mentor is solely responsible for providing any premises, equipment, materials and expertise necessary to meet his/her obligations under any Booking.

12.3 Nothing in the Agreement shall prevent the Mentor from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during or after this Agreement.

- 12.4 Eequ will not be liable for any tax or withholding, including but not limited to National Insurance, employer's liability, social security, PAYE or other payroll withholding tax in connection with a Customer's use of a Mentor's services.
- 12.5 The Mentor alone is responsible for setting the level of his/her charges applicable to Bookings and may change them at any time in respect of any future Bookings.
- 12.6 The Mentor agrees that it is responsible for his/her own accounting and tax affairs and that it will indemnify and hold Eequ entirely harmless from any claims from HMRC or any other body in respect of any tax or National Insurance payable in respect of any Booking.

### **13 Messaging Service**

- 13.1 Mentor shall adhere to the Acceptable Use Policy at all times when using the Customer messaging service comprised in the Services.

### **14 Mentor Content Intellectual Property Rights**

- 14.1 All Intellectual Property Rights in the Mentor Content, all amendments or additions to the Mentor Content, and databases and other compilations including any of such, belong to the Mentor.
- 14.2 The Mentor grants Eequ a licence to use, edit, create databases from, copy and store the Mentor Content for the purposes of the Service, and for the purposes of any promotion of the Platform or any other Eequ products or services, including emails to Customers.
- 14.3 The Mentor hereby permits Eequ to bid on internet search keyword terms (including Google Adwords) and make use of search engine optimisation services and similar services that embody, incorporate or quote (in whole or part) the trading name of it or any brands used in connection with the Experience Sessions.

### **15 Eequ Intellectual Property Rights**

- 15.1 Apart from Mentor Content, the Mentor acknowledges that all Intellectual Property Rights in the Service including the Platform, the Experience Listing, the Mentor Guide and all related materials as between Eequ and the Mentor are and shall at all times remain the property of Eequ or its licensors. No rights to or property in the Service shall pass to the Mentor. No right to modify, adapt or create derivative works from the Service or any part of it is granted to the Mentor.

### **16 Term**

- 16.1 This Agreement commences on the Start Date and shall continue in force unless terminated in accordance with Condition 20 or this Condition 16.1. Either party may terminate this Agreement on notice to the other at any time. In the event of the Mentor giving notice to terminate, it shall ensure that it continues to meet its obligations under any Booking. In the event that Eequ giving notice to terminate, the Mentor shall promptly refund Agreed Charges to the Customer under any Booking pro-rata to the Experience Sessions attended as at the date of termination.

### **17 Eequ Warranties and undertakings**

- 17.1 Eequ hereby warrants that to the best of its knowledge it has the right to grant to the Mentor access to the Service on the terms of this Agreement.

- 17.2 Eequ undertakes to the Mentor that it will follow its normal procedures and processes to test for viruses contained in or introduced into the Platform.
- 17.3 Eequ will not be liable for any deficiency in the Service attributable to operator error, deficiencies or errors relating to any third-party component not provided by Eequ or third-party connectivity necessary to access the Service. When notifying a defect or error the Mentor must provide Eequ with one or more documented examples of such defect or error.
- 17.4 Eequ does not warrant that the Mentor's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Mentor through the Services will meet the Mentor's requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Mentor acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 17.5 Eequ makes no warranties, as to the number of Customers using the Platform or pages displayed on the Platform or the functionality, performance, or response times of the Platform.
- 17.6 Eequ will have no obligation under this Condition 17 to the extent a claim is based on use of the Services in a manner inconsistent with this Agreement or the Mentor Guide, or as a result of negligence or wilful misconduct of the Mentor.

## **18 Images of Students**

- 18.1 The Mentor undertakes not to take any photograph or video or audio recording of any Student ("Recording"), without the express written consent of the Student's parent or guardian. No use of any such recording may be made except as specifically consented to in writing by the parent or guardian.
- 18.2 In the event that the parent or guardian consents to the Mentor uploading a Recording to Eequ, the Mentor shall do so by means of the Platform or an app made available by Eequ to the Mentor for such purposes.

## **19 IMPORTANT – LIMITATION OF LIABILITY OF EEU TO SERVICE PROVIDER**

- 19.1 This Condition 19 sets out the entire financial liability of Eequ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Mentor:
- 19.1.1 arising under or in connection with this agreement;
- 19.1.2 in respect of any use made by the Mentor of the Services or any part of them; and
- 19.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 19.2 Except as expressly and specifically provided in this agreement:
- 19.2.1 the Mentor assumes sole responsibility for results obtained from the use of the Services by the Mentor, and for conclusions drawn from such use. Eequ shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Eequ by the Mentor in connection with the Services, or any actions taken by Eequ at the Mentor's direction;

- 19.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 19.2.3 the Services are provided to the Mentor on an “as is” basis.
- 19.3 Nothing in this agreement excludes the liability of Eequ:
  - 19.3.1 for death or personal injury caused by Eequ’s negligence; or
  - 19.3.2 for fraud or fraudulent misrepresentation.
- 19.4 Subject to Condition 19.2 and Condition 19.3:
  - 19.4.1 Eequ shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
  - 19.4.2 Eequ’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to a sum equal to the total Service Fee paid to Eequ during the 12 months immediately preceding the date on which the claim arose.

## **20 Termination**

- 20.1 Without prejudice to its other rights and remedies either party may, by written notice to the other (the ‘Breaching Party’), terminate this Agreement, with immediate effect, upon or at any time following the occurrence of one or more of the following events:
  - 20.1.1 the Breaching Party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy, or the Breaching Party has failed to remedy that breach within 7 days after receiving written notice requiring it to remedy that breach; or
  - 20.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally.
- 20.2 Notwithstanding the termination of this Agreement, the Mentor shall remain liable to pay to Eequ all sums accrued due on or prior to the date of termination.

## **21 Force Majeure**

- 21.1 Eequ shall have no liability to the Mentor under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Eequ or any other party), failure of a utility service or transport or



telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Mentor is notified of such an event and its expected duration.

## **22 Publicity**

- 22.1 The Mentor hereby grants Eequ permission to publicise the fact that it is an Experience Listing customer of Eequ, including in a press release or on social media.
- 22.2 The Mentor shall not use, display or modify Eequ's trade marks in any manner without the prior written consent of Eequ.

## **23 General**

### **23.1 Compliance with law**

Mentor shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations.

### **23.2 Relationship**

Eequ and the Mentor are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

### **23.3 Rights of third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any right or remedy of such a person that exists or is available apart from that Act.

## **24 Governing Law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **25 Changing these Terms**

- 25.1 Eequ may revise the terms of the Agreement at any time by notifying the Mentor by means of the Dashboard. The Mentor acknowledges that the changes are binding on the Mentor from the date that they are made.
- 25.2 This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it.
- 25.3 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation,

warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.

25.4 Nothing in this Agreement shall operate to exclude any liability for fraud.

## **26 Interpretation**

In this Agreement, unless the context otherwise requires

<b>Agreement</b>	means these Conditions and the Registration Form;
<b>Agreed Charges</b>	means sums charged by Mentor to a Customer in respect of a Booking;
<b>Booking</b>	means an order placed by a Customer with the Mentor and accepted by the Mentor by means of the Platform for the provision of one or more Experience Sessions;
<b>Customer</b>	means a person using the Platform (other than a listed mentor) for the purposes of reviewing Experience Listings and making Bookings in respect of a Student;
<b>Customer Data Security Breach</b>	of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any data of any Customer or Student held by Mentor or its suppliers or sub-contractors (including any hosting company or email provider).
<b>Customer Submission</b>	means any review, comment or other contribution of any Customer on the Platform, including on the Experience Listing.
<b>Dashboard</b>	means the account area of the Platform where the Mentor may administer its Eequ account and view messages from Eequ and Customers.
<b>Data Protection Laws</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
<b>Eequ</b>	means Eequ Ltd, a company registered in England and Wales under company number 11506483, whose registered office is 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, and whose trading address is The Yard, Lewes Road, Forest Row, E. Sussex, RH18 5AA;
<b>Experience Session</b>	means the leisure or learning experience which the Mentor is in the business of providing for Students and which are promoted to Customers by means of the Service.
<b>Experience Listing</b>	means the portion of the Platform which is used by Customers to learn more about the Mentor and the Experience Sessions, and to read and make reviews of their experience with the Mentor;

<b>Platform</b>	means Eequ's website available at <a href="http://www.eequ.org">www.eequ.org</a> , used by Customers to learn more about the Mentor, and to read and make reviews of their experience with the Mentor and Experience Sessions;
<b>Force Majeure Event</b>	means an event or sequence of events beyond Eequ or the Mentor's (as the case may be) reasonable control preventing or delaying it from performing its obligations under this Agreement, but inability to pay is not a Force Majeure Event;
<b>Intellectual Property Rights</b>	means copyright, patents, knowhow, trade secrets, trade marks, trade names, design right, get-up, database rights, chip topography rights, mask works, utility models, domain names and all similar rights;
<b>Mentor</b>	means the company, partnership or sole trader specified as the Mentor in the Registration Form;
<b>Mentor Guide</b>	means any manual or user guide supplied by Eequ containing operating procedures and other instructive information in respect of the use of the Services (as amended from time to time);
<b>Mentor Content</b>	means any material or information provided by the Mentor in the Experience Listing, including any photographs, details of any insurance, and a description of the Experience Sessions, and the activities and the environment in which the sessions take place;
<b>Mentor Staff</b>	any individual person engaged in the provision of an Experience Session (including the Mentor, if the Mentor is an individual);
<b>Registration Form</b>	means the online form containing details of the Mentor's subscription to the Service;
<b>Regulations</b>	The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as repealed, amended or replaced.
<b>Service Fee</b>	means the percentage of Agreed Charges specified in the <a href="#">Service Fees</a> document in the Sub Menu, as amended in accordance with these Conditions;
<b>Service</b>	means access to various services available by means of the Platform, which may include: maintaining certain contact and other information on an Experience Listing; scheduling appointments for sessions with Customers; private messaging service for communication with Customers;
<b>Start Date</b>	the date of acceptance of the Mentor's acceptance of these terms.
<b>Student</b>	means a person in respect of whom the Customer makes a Booking, being the person scheduled to attend the Experience Session.

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# Eequ's Acceptable Use Policy

Please Read The Terms Of This Document Carefully

## 1. What's in this policy?

This acceptable use policy sets out the content standards that apply when you use the eequ platform ("our site"), including making contact with mentors or customer on our site.

## 2. By using our site you accept this policy

3. By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

4. If you do not agree to these terms, you must not use our site.

## 5. We may make changes to the terms of this policy

We amend this policy from time to time. Every time you wish to use our site, please check it to ensure you understand the terms that apply at that time.

## 6. Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm children in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of (if you are a Mentor) our Mentor Terms or (if you are a Customer) our Customer Terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **7. Content standards**

These content standards apply to your use of the messaging and Experience reviewing features on our site.

A message or review must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.