



## TERMS AND CONDITIONS FOR CLIENTS

Please read these terms and conditions carefully before purchasing any tutoring hours to ensure that you are happy to agree to everything contained in them.

### 1. General

These are the terms and conditions upon which we supply tuition services to you. These terms and conditions shall apply, and be deemed to be accepted by you, from the date you access the service supplied.

#### a. This contract sets out:

- i. your legal rights and responsibilities
- ii. our legal rights and responsibilities, and
- iii. certain key information required by law

#### b. In this contract:

- i. We, us or our means Believe and Achieve Tuition Services, and
- ii. You or your means the person purchasing services from us

#### c. If you don't understand any of this contract and want to talk to us about it, please contact us.

#### d. If you would like this contract in another format (for example audio, large print, Braille) please contact us.

#### e. This agreement is governed by the law of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

### 2. Definitions

#### a. "Client" means any purchaser of the services supplied by a Tutor;

#### b. "Student" means the person receiving the tutoring and may or may not also be the Client;

#### c. "Tutor" means the person who is registered as an agent with us to provide educational tutoring services and who accepts to undertake the service;

#### d. "Tutoring" means as discussed/set out in the Enrolment Form;

### 3. Introduction

#### a. As a party to this contract, Believe and Achieve Tuition Services acts as an agent for the introduction of one or more tutors to you.

- b. You are the other party to this contract as a purchaser of hours of tuition supplied by tutors who act as agents through Us.
- c. You agree to be legally bound by these terms and conditions. You also agree to be legally bound by any terms which may need to be added to or changed for legal or regulatory reasons.
- d. The tutoring services are provided by the Tutor under a separate agreement between You and the Tutor.

#### 4. Contractual Relationship

Believe and Achieve Tuition Services provides introductions of Tutors to Clients. Believe and Achieve Tuition Services is an agent for the Tutor. We collect fees from You on behalf of the Tutor together with our own fee relating to administration and introduction commission. The monetary rate for tuition includes the tutor's fees and Believe and Achieve Tuition Services's own fee. VAT is applied where appropriate.

#### 5. Agreement with the Tutor for the provision of tutoring services

- a. A Tutor will be deemed to have been introduced to the You by Us upon our allocation of a suitable tutor to You and Our communication of the tutor's details to You.
- b. By subsequently booking a Session with the Tutor, You agree to be bound by these Terms and Conditions and by the terms and conditions which govern Your relationship with the Tutor.
- c. The Tutor is self-employed and engaged by You to provide tuition to the Student. You should be aware that the Tutor does not have power to bind Us in any way.
- d. You agree that a session report of all tutoring sessions will be recorded on TutorCruncher and can be reviewed by Us at any time for quality purposes, in the event of any breaches within clause 6 below and to resolve any complaints relating to the content or standard of the session provided.

#### 6. Prohibition of other Arrangements

- a. You will not agree any alternative fees with the Tutor and agree not to render any direct payments to the Tutor.
- b. You will not disclose any personal information to Tutors during any tutoring session. As per section 5(d) above, all sessions are recorded on Tutor Cruncher and if We believe that personal details have been exchanged for

future contact, we will close your account with us immediately and seek suitable recompense.

- c. You are not permitted to enter into any private arrangements with any Tutor introduced by Us. You undertake to make all bookings with Tutors introduced by Us exclusively through Us.
- e. A breach of these terms will render You liable to account to Us for all sums received by the Tutor direct from You or from a new Client without deduction and We shall be entitled to seek injunctions against You to prevent further breaches. These obligations continue beyond the termination or conclusion of this agreement.
- f. Should you wish to recommend one of the Tutors who work as agents with Us to any other Potential or Actual Client, that Client must contact Us to make a booking through Us.

## 7. Payment & Refunds

- a. Payment is made by accessing Your account through TutorCruncher. You agree to make the required advance payment on to your account to cover tuition for each week or month as agreed.
- b. In order to book a session with a Tutor, You should contact the Tutor and the Tutor will diarise the session on TutorCruncher.
- c. If you do not use all of the tuition time you have purchased, you may request a refund. If 12 months have passed since you made purchase and you have not requested a refund within that time then you will forfeit your right to a refund.
- d. If you decide to have more tuition sessions than originally agreed, you may purchase more. However, due to levels of demand at certain times of the academic year, we do not guarantee that you will be able to continue with the same Tutor.

## 8. Pre-Booked Sessions

- a. We require a minimum amount of 6 hours of prebooked tuition as standard. However, the child's progress will be monitored and if they are not able to continue or they are taken ill then tuition can be prematurely terminated.
- b. If you have pre-booked a session with a Tutor the amount for the session will be deducted from your account immediately the Tutor diarises it on TutorCruncher.
- c. If a Tutor fails to attend a pre-booked session your money will be refunded to your account.

- d. If you fail to attend the session the money will not be refunded to your account. Refer to cancellations in clause 11.

## 9. Client's Responsibilities

You shall notify immediately and without delay and in any event within 24 hours if the Tutor fails to attend a pre-booked session or notifies You that (s)he is unable to attend the session for any reason.

## 10. Liability

- a. We do not accept any liability for any claims by You arising out of or related to the provision of tutoring services by the Tutor.
- b. We do not exclude liability that is not permitted to be excluded by law.
- c. We will not be liable to You or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Tutor.
- d. Whilst every effort is made by Us to give satisfaction to You by ensuring reasonable standards of skills, integrity and reliability from Tutors and further to provide them in accordance with Your academic needs, We are not liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct, accidental or deliberate damage to property during the assignment or lack of skill of the Tutor.
- e. You shall indemnify and keep indemnified Believe and Achieve Tuition Services against any costs, claims or liabilities incurred by Us arising out of any Assignment or as a result of any breach of these Terms by You.
- f. We do not accept any liability for the consequences of tuition, including, but not limited to, exam results and dissertation scores.
- g. We are not responsible for insurance arrangements in respect of the Tutor providing tutoring services and You should note that this is the case.

## 11. Scheduling and Cancellation

- a. Notice of cancellation of a pre-booked tutoring Session for any reason whatsoever must be given by You to Us more than twenty four hours prior to the scheduled Session. If notice is given more than twenty four hours prior to the scheduled Session, Your money for the Session will be refunded to your account. If notice of cancellation of a scheduled tutoring Session is given within twenty four hours of the start of the Session, then You will be charged for the session and the money will not be refunded to your account unless We deem the cause of cancellation to be unavoidable and the Tutor agrees not to accept payment for the Session.

- b. We do allow for sessions to be rescheduled, however, if a single session is rescheduled or cancelled on a third occasion then it will be deemed to be chargeable.
- c. Should the Tutor with whom you have a pre-booked session not be available on the day, You will be informed, and a re-arranged time may be offered by the Tutor. If a suitable alternative time cannot immediately be arranged, this will be a credit Session that the tutor and client can arrange in the future.
- d. If the Student is late for a pre-booked Session, the Tutor may choose to but is not obligated to work beyond the scheduled end time.
- e. If a Tutor is late for a Session, then it is the duty of the Tutor to arrange to make up the lost time.

## Agreement between Tutors and Clients

### 1. Status of this Agreement

- a. This agreement forms the contract between the Tutor and the Client when has effected an introduction and both the Tutor and the Client have agreed to undertake tuition.
- b. By agreeing to teach the Student, the Tutor agrees to this contract. By agreeing to have the Student tutored by the Tutor, the Client agrees to this contract. The Tutor and the Client acknowledge that these terms govern the legal rights and obligations between them.
- c. This contract should be read alongside the Terms and Conditions for Clients and Terms and Conditions for Tutors.
- d. These terms constitute the whole agreement between the parties and no variation or alteration of these terms shall be valid.
- e. The parties agree that this agreement is governed by the laws of England and Wales regardless of where tuition takes place.
- f. The Client is the person who agrees to the purchase of tutoring services on behalf of the Student. The Student may be the same person as the Client or another person. The Student is the person who receives the tutoring service through sessions of tutoring. The Tutor delivers the tutoring service.

### 2. Provision of Tutoring Services

- a. The Tutor is self-employed and this should be noted by the Client. Believe and Achieve Tuition Services acts as agent for the Tutor by introducing the Tutor to the Client.

- b. The Tutor will carry out the tutoring services professionally, with due skill, diligence and care.
  - c. The Tutor is responsible for the content of the lessons and will prepare the lessons in accordance with the Client's instructions and/or a relevant exam syllabus or qualification syllabus as appropriate. The Tutor's methods of teaching and content of lessons are those of the Tutor alone and are not supervised or controlled by.
  - d. Tutors are responsible for providing all reasonable teaching materials.
  - e. The Client and the Tutor are jointly responsible for agreeing a safe and suitable environment for the tutoring to take place. This will usually be the Student's home.
  - f. It is the obligation of the Tutor to ensure that their recording of sessions on TutorCruncher (the CRM system used by Believe and Achieve Tuition Services for the time being) are accurate and up to date. The Client should check their account on TutorCruncher to also check that sessions are recorded accurately.
  - g. The Tutor will not provide or agree to provide any services or carry out any work for the Client or the Student other than Tuition, save with the prior consent of Believe and Achieve Tuition Services. This is agreed within the terms and conditions of the contract for Tutors and the Enrolment Agreement for Clients.
  - h. The Tutor should provide two weeks' notice prior to terminating tuition services for any Client.
3. Fees and Financial Arrangements
- a. Believe and Achieve Tuition Services, as agent for the Tutor, will agree an hourly rate for tuition with the Client. The Tutor and the Client agree that all payments will be done through Believe and Achieve Tuition Services as the agent for the Tutor. The hourly rate may not be changed by the Tutor or the Client without written authority of Believe and Achieve Tuition Services.
  - b. The Tutor and the Client agree not to make any private arrangements for tuition with each other or with other Tutors or Clients introduced by Believe and Achieve Tuition Services. A breach of this obligation will render the Tutor and the Client liable to account to Believe and Achieve Tuition Services for all sums paid and received, and Believe and Achieve Tuition Services will be entitled to seek an injunction against the Tutor and the Client to prevent further breaches. This obligation continues beyond the end of this agreement and the conclusion of the course of tuition.
  - c. The Client may instruct the Tutor to acquire particular educational or

teaching resources on behalf of the Client/Student. Believe and Achieve Tuition Services must be informed of any such arrangement, and we will arrange reimbursement of the Tutor via invoice to the Client. Tutors are not permitted to accept funds directly from the Client for any reason; Clients are not permitted to pay funds directly to the Tutor for any reason. Clients will have to confirm any such arrangement in writing.

#### 4. Cancellations and Scheduling

- a. The Tutor will provide to the Client notice of any proposed holiday dates and request the same from the Client, in order to schedule lessons at a convenient time for both parties. In the event of cancellation of a scheduled lesson, Believe and Achieve Tuition Services must be informed and an alternative date agreed between Client and Tutor.
- b. Clients must give notice of cancellation of any scheduled lesson more than twenty four hours before the session is due to begin. If notice is given by that time, there is no charge to rearrange the session, and we do not charge for the session on behalf of the Tutor.
- c. If notice is given within twenty four hours of the start time of the session, then Believe and Achieve Tuition Services will charge for the session on behalf of the Tutor unless the Tutor views the reason for cancellation to be unavoidable, and they choose not to charge for the session.
- d. If the Student is late for a session, the Tutor may choose to, but is not obligated to, work beyond the scheduled end time, and the session will be charged at the usual price, whether or not the Tutor works beyond the scheduled end time. If a Tutor is late for a session, then it is the obligation of the Tutor to arrange to make up the lost time.

#### 5. Liability

- a. Believe and Achieve Tuition Services is not responsible for insurance arrangements in respect of the Tutor and their provision of tutoring services, and the Client should note this.
- b. Believe and Achieve Tuition Services does not accept any liability for any claims by either the Client or the Tutor relating to the provision of tutoring services or any related matters.
- c. Believe and Achieve Tuition Services does not exclude liability that is not permitted to be excluded by law.
- d. The Tutor is engaged by the Client only to provide tuition and is not responsible for the safety, wellbeing, welfare and care of Students or for the protection of any person's property. Clients who choose to leave the Student alone with the Tutor during the tutorial do so of their own free choice and at

their own risk.

## Terms and Conditions for Tutors

### 1. Status of Terms and Conditions

- a. Believe and Achieve Tuition Services reserves the right to alter these terms and conditions.
- b. This agreement is governed by the law of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.
- c. No variation or alteration of these Terms and Conditions by the Tutor shall be valid unless approved in writing by Believe and Achieve Tuition Services.
- d. The Tutor and Believe and Achieve Tuition Services acknowledge that these terms govern legal rights and obligations between them.

### 2. Status of Tutors

- a. The Tutor is a self-employed tutor and nothing contained within this Agreement shall constitute the relationship of employer and employee and/or worker or a partnership between the Company and the Tutor. Believe and Achieve Tuition Services acts as an agent for the Tutor by introducing them to suitable Clients.
- b. Once a tutoring position has been confirmed, you are entering into a contract between you (the Tutor) and the Client (the Student, or the Student's parent/guardian).
- c. The Terms of contract entered into by you with the Client shall be in the form provided by Believe and Achieve Tuition Services in the form of an Enrolment Agreement. Save where expressly provided for in these Terms, the Tutor has no power or authority to increase, reduce, or vary the tuition as set out or referred to in these Terms or to alter or waive any of these Terms or to bind or commit the Company in any way.

### 3. Tax

- a. The Tutor undertakes to duly and promptly pay all income tax and national insurance contributions in relation to all charges and sums payable to the Tutor by the Company and shall be responsible for completing and submitting all relevant assessments, returns and other information to HM Revenue & Customs in relation to such charges and sums and to taxation affairs generally.
- b. The Tutor shall indemnify the Company and keep the Company fully and effectively indemnified against all income tax, national insurance



contributions and related penalties and/or interest in respect of any charges paid or payable by the Company to the Tutor for the Tuition, and any reasonable costs incurred by the Company in recovering any such sum due by the Tutor to the Company under this paragraph.

#### 4. Tutor's Responsibilities

- a. The Tutor should carry out the tutoring services in a professional manner with due skill, diligence and care.
- b. The Tutor is responsible for the content of lessons. These are to be carried out with proper preparation in accordance with a particular course of study, and in accordance with the Client's instructions and/or relevant exam syllabus.
- c. Although Believe and Achieve Tuition Services has some teaching resources and may be able to support Tutors by providing suitable materials, Tutors should be aware that they are responsible for providing all reasonable teaching materials.
- d. Provided the Client gives clear prior consent in writing, the Tutor may obtain educational resources such as textbooks on behalf of the Client/Student. Believe and Achieve Tuition Services must be informed of any such arrangement to obtain educational resources, and will arrange reimbursement for the Tutor via invoice to the Client. Tutors are reminded that in accordance with section 6 of this agreement, they agree not to accept funds directly from the Client for any reason.
- e. Tutors are responsible for keeping their session reports up to date. This is a standard record of all lessons taught, which must be marked as completed after each lesson. If you are late in submitting these session reports or there is incorrect information on them, your payment may be delayed. If a Client disputes hours and the session reports have not been completed for the hours in question, we will be unlikely to be able to pay the Tutor for those hours.
- f. If the Tutor ceases to work with Believe and Achieve Tuition Services during a course of tuition, or ceases to work with a particular Student, either at their own behest or the behest of the Client, and the Student is continuing with their course of tuition from Believe and Achieve Tuition Services, the Tutor will draft a final report. This report will describe the work that the Tutor has done with the Student, and the work that remains to be done. It will describe the Student's areas of strength and areas of weakness. The aim of the report will be to enable a new Tutor to pick up where the old Tutor stopped.
- g. Tutors are expected to be responsive when contacted by Believe and Achieve Tuition Services. If you persistently fail to respond to

communication from Believe and Achieve Tuition Services (via email or telephone or both) then we reserve the right to remove you from our books.

- h. We also reserve the right to remove you from our books for breaching this agreement in any way, including but not limited to breaching section 11 (truthfulness of information given to Believe and Achieve Tuition Services). In addition, we reserve the right to remove you from our books due to unreasonable, inappropriate or rude behaviour such that we feel we are unable to act as your agent.

## 5. Private Arrangements

- a. In consideration of Believe and Achieve Tuition Services providing you with Students, you are not permitted to make private arrangements for tuition with Clients introduced by Believe and Achieve Tuition Services or with new Client introduced by Believe and Achieve Tuition Services's Clients. Should you breach this obligation, you will be liable to account to Believe and Achieve Tuition Services for all sums received by you from the Client/new Client without deduction and Believe and Achieve Tuition Services shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination or completion or other discharge of this Agreement.
- b. Any work referred to a Tutor by a Client of Believe and Achieve Tuition Services must be billed through Believe and Achieve Tuition Services on your behalf. Believe and Achieve Tuition Services is willing to negotiate on commission for new Clients referred to you by our Clients but Believe and Achieve Tuition Services must process the billing and bookings must be through Believe and Achieve Tuition Services.
- c. The Tutor will not provide or agree to provide any services or carry out any work for the Client or the Student other than the Tuition, save with the prior consent of Believe and Achieve Tuition Services.

## 6. Payment

- a. Believe and Achieve Tuition Services will agree the fee structure with the Client and this may not be changed by the Tutor or the Client without written authority of Believe and Achieve Tuition Services.
- b. Believe and Achieve Tuition Services collects fees due from Students/Clients and passes them on to you, net of a commission. Payments will only be made after payment has been received from the Client.
- c. You will not be paid directly by the Client. You will not be entitled to receive your fee until Believe and Achieve Tuition Services has received payment from the Client. If Believe and Achieve Tuition Services does not receive payment in reasonable time, Tutors may obtain written permission from

Believe and Achieve Tuition Services to invoice the Client directly.

- d. You must not accept any payment direct from the Client without written permission from Believe and Achieve Tuition Services. Should you do so, all sums received by you will be immediately payable to Believe and Achieve Tuition Services and shall be actionable through the Courts without further notice to you.
- e. Completed session reports must be submitted to Believe and Achieve Tuition Services through TutorCruncher within 24 hours of completion of the session. Payment will be made to you based on completed session reports submitted within each calendar month on the 5th day of the following calendar month.
- f. If you submit your session reports late, you will not be paid until the next Payment Date. Our only Payment Date is the 5th day of the month.

## 7. Cancellation Policy

- a. The Tutor will provide to the Client notice of any proposed holiday dates and request the same from the Client, in order to schedule lessons at a convenient time for both parties. The Tutor must notify Believe and Achieve Tuition Services of the schedule agreed.
- b. In the event of cancellation of a scheduled lesson, Believe and Achieve Tuition Services must be informed and an alternative date will be agreed between Client and Tutor. The notification of Believe and Achieve Tuition Services of the cancellation and alternative Session date will speed up administration and prevent delays to your payment.
- c. Tutors should be aware that Clients must give notice of cancellation of any session more than twenty four hours before the session is due to begin. If notice is given by that time, there is no charge to rearrange the session, and the Tutor is not paid for a session that has not been taught.
- d. If notice is given within twenty four hours of the start time of the session, there are two options. If the Tutor views the reason for cancellation as being unavoidable, and they choose not to charge for the session, then Believe and Achieve Tuition Services will not charge the Client for the Session on behalf of the Tutor. If the Tutor does not deem the reason for cancellation to be unavoidable, or requires payment nonetheless, Believe and Achieve Tuition Services will charge the Client for the Session on behalf of the Tutor and will pass on the Tutor's fees net of commission as usual.

## 8. Liability

- a. Believe and Achieve Tuition Services does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by you and you agree to indemnify Believe and Achieve Tuition

Services without limit in respect of any such claims.

- b. The Company shall have no liability to the Tutor for any loss, damage, expenses, payments or injury which the Tutor may incur arising from the security or state or condition of any premises in which the Tuition is provided or from any act or omission of the Client, the Student or any third party occurring on any such premises or otherwise during the course of or in connection with the provision of the Tuition.
- c. The Company shall have no liability for any loss or damage arising directly or indirectly from any act or omission of the Tutor. The Tutor shall indemnify the Company and keep the Company fully and effectively indemnified on demand against any actions, claims, costs, losses, damages, expenses, liabilities and payments which may be brought against or suffered or incurred by the Company as a result of or in connection with, directly or indirectly, the provision of the Tuition by the Tutor, any act or omission by the Tutor, and any breach or non-performance of these Terms or the Terms of the Agreement between the Tutor and the Client by the Tutor.
- d. Believe and Achieve Tuition Services does not exclude liability that is not permitted to be excluded by law, and in particular we do not exclude liability for death or personal injury arising from Believe and Achieve Tuition Services's own negligence.

## 9. Confidentiality

- a. The Tutor undertakes that they will not at any time during or after the conclusion of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Believe and Achieve Tuition Services, except that you may disclose Believe and Achieve Tuition Services's confidential information as may be required by law, court order, or any governmental or regulatory authority.
- b. The Tutor undertakes not to make use of confidential information encountered through association with for any purpose other than to perform your obligations under this Agreement.

## 10. Data Protection Act

- a. Believe and Achieve Tuition Services uses tutor data for the purposes of the services that it provides. Tutors providing personal data consent to the use of that data by Believe and Achieve Tuition Services for the purpose of effecting introductions to Clients, for billing and fee collection purposes and to enable Believe and Achieve Tuition Services to contact the Tutor from time to time. If you would like additional information, we encourage you to read our Privacy and Data Collection Policy on our website.

## 11. Truthfulness and Accuracy

- a. The Tutor warrants and represents to the Company that all written and oral statements and information provided by the Tutor to the Company for the purpose of or in connection with the Tuition, including (but not limited to) personal information about the Tutor and/or your qualifications, credentials, references and suitability for providing the Tuition were when provided, and remain, true, complete and accurate.
- b. If anything occurs which materially changes the information originally provided, such as but not limited to you being convicted of an offence subsequent to your DBS check, you must inform the Company of this information in order that the information provided to the Company about yourself remains truthful and accurate.