

## **Tutor Me Limited - Tutor Terms & Conditions of Service**

You must take the time to read and understand the Tutor Me Limited Terms and Conditions of Service before entering into a contractual agreement to acquire the services offered by Tutor Me Limited. By signing these Terms and Conditions of Service, you accept that you are entering into a contract with us based on these Terms and Conditions of Service. You should be aware that these Terms and Conditions may change from time to time in accordance with Clauses 7.12 and 7.13 below.

### **Interpretation**

In these Terms of Business ("the Terms") the following expressions shall be given the following meanings:

"You" means you as a suitably qualified and experienced person to provide tuition services.

"Contract" means the period during which You provide tuition services for the Client as agreed between Tutor Me Limited and the Client.

"Tutor Me Limited" means Tutor Me Limited, 54 The Nooks, Gildersome, Leeds, LS27 2EF. Company Number: 6367647.

"Client" means persons contacting Tutor Me Limited with a view to entering into a formal contractual relationship with Tutor Me Limited for the provision of tuition services by You to the Client or the Client's nominee.

"Abuse" means, but is not limited to, breach of the Terms and the use of the Website in such a way as is, in the opinion of Tutor Me Limited, unreasonable.

An "Educational Assessment" means a meeting of Client and/or Client's nominee and a suitably qualified/experienced representative of Tutor Me Limited to discuss and assess the Client's needs using methods and techniques deemed appropriate by the Tutor Me Limited representative. An Educational Assessment will be included as part of the first lesson at the Tutor's discretion unless the customer requests a separate Educational Assessment before tuition commences.

"Website" means a website owned and operated by Tutor Me Limited.

In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

All and any business undertaken by Tutor Me Limited and You is transacted subject to these Terms. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing. No variation of these Terms shall be valid if made without the written consent of Tutor Me Limited.

The signing of these Terms by a You shall be deemed acceptance of and agreement to these Terms.

These Terms supersede all previous terms of business.

## **Registration**

1. You agree to provide true, accurate, current and complete information when you register with Tutor Me Limited; and notify us immediately of any changes to the user Information and generally maintain this information as required to keep it current, complete and accurate.

1.1 Your E-mail address must be valid.

1.2 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

*1.3 Tutor Me Limited reserve the right to terminate these Terms if any user Information is untrue, inaccurate, out-of-date, incomplete, or for any other reason.*

## **Your Data**

2. Tutor Me Limited will comply with the relevant and current UK Data Protection laws, so normally any personal details to be provided to Tutor Me Limited will not be disclosed to third parties without your consent. Furthermore, Tutor Me Limited will not normally, edit or disclose the contents of your private communications unless required to do so by law.

2.1 However, you should be aware that if Tutor Me Limited are requested by the Police or regulatory or government authority in investigating illegal activities to provide information concerning your activities whilst contracted under these Terms shall do so. Similarly, Tutor Me Limited will disclose your personal data if compelled to do so by law; or to protect and defend their rights or property; or the rights or property of Tutor Me Limited or, in extreme circumstances, to protect the personal safety of other users of Tutor Me Limited or the public.

## Operations

3. Following the initial client contact with Tutor Me Limited, You will be contacted with the details of a potential client. If You are interested it is your responsibility to contact the Client as soon as possible to arrange the dates and times for the tutoring.

3.1 It is essential You report back to Tutor Me Limited with the outcome so we are aware if You will be tutoring the Client or if we need to offer it to another tutor.

3.2 It is important to understand that there is no obligation on You to accept any particular introduction by Tutor Me Limited or a minimum number of Clients per month. Each introduction may be considered on its own merits, and failure to accept will not preclude future introductions.

3.3 Tutor Me Limited highly recommend part of the first lesson with a Client takes the form of an educational assessment. It is your responsibility to use the information from the assessment and the information provided by Tutor Me Limited to plan your lessons and provide the necessary resources required for the lesson.

3.4 Following a telephone discussion between the Client and You and agreement of times and dates for tuition, the Client must submit an order form via our website or over the phone prior to the commencement of tuition. You should not commence tuition until notified by Tutor Me Limited that an order has been received. You acknowledge that Tutor Me Limited cannot be held responsible for any costs incurred before notification has been given.

3.5 You agree to follow the guidelines set down by Tutor Me Limited in the Child Protection and Health & Safety policies.

## Payment

4. You receive your fee directly from Tutor Me Limited on the last banking day of each calendar month for lessons up to and including the 25<sup>th</sup> of each month. The fee will be based on the funds received from the Client and the hours submitted by You. Tutor Me Limited will deduct their fees and expenses before sending the final payment to You..

4.1 It is your responsibility to submit an electronic timesheet on or prior to the 25<sup>th</sup> of each month as confirmation that a lesson has taken place.. **Please note failure to submit the timesheet may result in non-payment.**

4.2 Should there be a discrepancy between the funds received from the Client and the hours logged by You then payment will be based on the funds received from the Client pending further investigation or receipt of funds from the Client.

4.3 You are self-employed under these Terms, and You are directly responsible to the Inland Revenue for all matters regarding Income Tax, VAT and relevant National Insurance contributions. It is therefore necessary for You to keep records of their earnings and expenses for completion of annual Tax Returns.

4.4 From time to time You may be required to provide Tutor Me Limited in a timely manner and at no charge, access to Your data relating to these Terms.

4.5 You shall not, without the prior written consent of Tutor Me Limited, at any time from the date of commencement of these Terms to the expiry of one year after the tutoring has been completed, teach or provide services to a person who is, or has been, a Client.

### **Motor Insurance**

5. Tutors who use cars (or motor-cycles) are advised to consult their insurance provider about the use of the vehicle to travel to and from Clients' homes.

### **Travelling Expenses**

6. The fee in clause 4 has been formulated to cover travelling expenses however if the total distance travelled exceeds 10 miles (distances based on the AA Route Finder), then You might reasonably ask for some extra contribution to expenses. Tutor Me Limited does not need to be informed about this matter

### **Disputes**

7. Should a dispute arise between a Client and You, Tutor Me Limited will endeavour to achieve a satisfactory solution to the problem, but cannot be held responsible for such matters.

### **Cancellations**

8. Arrangements between Clients and You may be cancelled by either party by giving seven days notice of termination in writing via e-mail or post.

8.1 If you wish to postpone a tutorial, then it would be appreciated if at least 24 hours notice could be given. It is your responsibility to inform the Client and Tutor Me Limited and make alternative

arrangements.

## **Limitation of Liability**

9. You agree that, except for death and personal injury arising from our negligence, Tutor Me Limited shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Contract, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, wasted expense, financial loss, any loss that is not reasonably foreseeable, or any other pecuniary loss (even where You have been advised of the possibility of such loss or damage).

9.1 You further agree that Tutor Me Limited shall not be liable to You for any direct, indirect, incidental, special or consequential damages resulting from the Contract. Such exclusions shall include damages for loss of data or other intangible assets.

9.2 You agree not to hold Tutor Me Limited liable for any loss or damage incurred as a result of any dealings you may have with others via the Contract..

9.3 Each of the exclusions of liability shall be construed separately, and even if any one or more of them proves to be unenforceable, the others shall remain in full force and effect.

9.4 Tutor Me Limited's total 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 the Contract will not exceed the amount payable under the Contract.

## **Indemnity**

10. You agree to indemnify and to hold Tutor Me Limited harmless immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms by You, the infringement by You or by any other user of the Services using your computer, of any intellectual property or other right of any person or entity, or any other liabilities arising out of your use of Tutor Me Limited or the Terms.

## **Our Rights**

- 11.1 Tutor Me Limited reserve the right to modify or discontinue, temporarily or permanently, any of these Terms or the service to the Clients with or without notice to

you and you confirm that we shall not be liable to you or any third party for any modification to or discontinuance of Tutor Me Limited or the Terms

- 11.2 The code, brand and intellectual property of the Tutor Me Limited Website cannot be reused without Tutor Me Limited's written permission. You acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to the Tutor Me Limited service are owned by Tutor Me Limited. You may not copy, distribute, show in public or create any derivative work from the Tutor Me Limited service, or any of the material which is found on the Tutor Me Limited service unless properly licensed to do so by Tutor Me Limited.

### **No Waiver**

12. No waiver by Tutor Me Limited shall be construed as a waiver of any preceding or subsequent breach of any provision. Tutor Me Limited's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by You in writing.

### **Entire Agreement**

13. These Terms constitute the entire agreement between the parties with respect to their subject matter and exclude any representations and warranties previously given or made other than any negligent or fraudulent misrepresentation.

### **Choice of Law**

14. These Terms shall be governed by UK law and You hereby irrevocably submit to the exclusive jurisdiction of the UK Courts.

### **Interpretation**

15. The headings contained in these Terms are solely used for the convenience of the parties and have no legal or contractual significance and shall not affect its interpretation.

### **Commencement of Proceedings**

16. Legal proceedings in respect of any cause of action arising out of or related to the Terms must be commenced within one year after the relevant cause of action arose, otherwise such cause of action shall be permanently barred.

### **Assignment**

17. Tutor Me Limited reserve the right to assign, subcontract or otherwise deal with all or any of my rights and obligations in these Terms to any third party without prior notice to you.

### **Third party rights**

18. A person who is not a party to this agreement shall not have any rights under or in connection with it.

### **No partnership or agency**

19. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

### **Force majeure**

20. Tutor Me Limited shall have no liability to You under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Tutor Me Limited or any other party), failure of a utility service or transport 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.

PRINT NAME.....

SIGNATURE.....

DATE.....