



# TERMS AND CONDITIONS AGREEMENT

## Definitions

- "Fee" shall mean the amount payable by T W Tutors LTD to the Tutor for the Services which is calculated by reference to the Hourly Rate.
- "Hourly Rate" shall mean the amount due to the Tutor for each hour of Services provided, as confirmed by T W Tutors LTD by email at the start of each assignment.
- "Services" shall mean tuition services to be provided to the Student(s) by the Tutor, as more closely set out below.
- "Client" shall mean the person who agrees to the purchase of tutoring services on behalf of the Student.
- "Student" shall mean the person who shall receive the tuition. In some cases, the Client and the Student will be same person.
- In these terms and conditions and agreement below, words denoting the singular include the plural meaning, and vice versa, and words denoting the masculine include the feminine.

## Terms and Conditions for Clients

### 1. Introduction

- a. T W Tutors LTD is an agent for the introduction of one or more tutors to the Client.
- b. T W Tutors LTD reserves the right to alter these terms and conditions at any time. Any alterations can be found on our website at [www.twtutorsltd.com](http://www.twtutorsltd.com).
- c. No variation or alteration of these terms by the Client shall be valid unless expressly approved in writing by T W Tutors LTD.

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

- a. A Tutor will be deemed to have been introduced to the Client by T W Tutors LTD in the event that either the name of the Tutor is provided to the Client by T W Tutors LTD following the request for a Tutor by the Client, or T W Tutors LTD arranges for a Tutor to contact the Client following such request for a Tutor provided by the client to T W Tutors LTD.
- b. By booking a Session with the Tutor, the Client agrees to be bound by these terms and conditions.
- c. The Tutor is a sub-contractor of T W Tutors LTD and is engaged by the Client to provide tuition to the Student.
- d. The Tutor will carry out the tutoring services professionally, with due skill, diligence and care. The Tutor will go to reasonable lengths to be punctual, be presentable and dressed in an appropriate and respectable manner at all times and be polite, diligent, and helpful.
- e. The Tutor is responsible for the content of the lessons and will prepare the lessons in accordance with the Client's instructions, the National Curriculum and any necessary exam syllabus. The Tutor's methods of teaching and content of lessons are those of the Tutor alone and are not supervised or controlled by T W Tutors LTD.
- f. 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.

### 5. Prohibition of other Arrangements

- a. The Client will not agree any alternative fees with the Tutor and agrees not to render any direct payments to the Tutor.
- b. The Client is not permitted to enter into any private arrangements with any Tutor introduced by T W Tutors LTD. The Client undertakes to make all bookings with Tutors introduced by T W Tutors LTD exclusively through T W Tutors LTD.
- c. A breach of these terms will render the Client liable to account to T W Tutors LTD for all sums received by the Tutor direct from the Client or from a new Client without deduction and T W Tutors LTD shall be entitled to seek injunctions against the Client to prevent further breaches. These obligations continue

beyond the termination or conclusion of this agreement.

d. Should you wish to recommend one of T W Tutors LTD Tutors to any other Potential or Actual Client, that Client must contact T W Tutors LTD to make a booking through the agency.

## **6. Replacements and Termination**

a. If the Tutor is unable to complete the course of tuition, or the Client requests a replacement Tutor because they are not satisfied with the original Tutor assigned to them, T W Tutors LTD will endeavour to find a suitable replacement Tutor with regard to the level and subject for which tuition is required.

b. If T W Tutors LTD is unable to find such a suitable replacement Tutor within a reasonable time to complete the remaining sessions of the course of tuition, T W Tutors LTD will refund a portion of the fees pre-paid by the Client representing the number of sessions that the Tutor or any replacement Tutor has been unable to complete.

c. If the replacement Tutor meet T W Tutors LTD criteria for suitability for the job in terms of subject and level knowledge and is available at the same time or another time convenient for the Client, then T W Tutors LTD has fulfilled its obligations.

d. If the Client wishes to terminate the tuition mid-term for any reason, no refunds can be given (except in exceptional circumstances which T W Tutors LTD will determine at it's sole discretion).

## **7. Payment**

a. When initially booking, the Client will book through T W Tutors online booking system at <https://www.twtutorsltd.com/book-now> and will pay within 48 hours of booking in order to secure their agreed slot.

b. On a monthly basis in advance, Clients will receive an invoice via email on the 2<sup>nd</sup> Friday of the month and the Client will pay before the end of the month.

c. Half-term breaks must be paid for as part of the month's booking and cannot be transferred to the next month or refunded. These are only available to reschedule at the discretion of the tutor.

c. Tutoring slots are available online on a first come first serve basis.

## **8. Client's Responsibilities**

a. The Client shall notify T W Tutors LTD within 24 hours if the Tutor fails to attend work or notifies the Client that (s)he is unable to attend work for any reason.

c. The Client agrees to treat the Tutor in a fair and respectable manner at all times.

d. The Client acknowledges that the Tutor does not make any guarantees regarding the Student's future academic performance or exam success.

## **9. Liability**

a. T W Tutors LTD does not accept any liability for any claims by the Client arising out of or related to the provision of tutoring services by the Tutor (excluding liability that is not permitted to be excluded by law).

b. T W Tutors LTD will not be liable to the Client or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Tutor.

c. T W Tutors LTD is 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.

d. T W Tutors LTD does not accept any liability for the consequences of tuition, including, but not limited to, exam results and coursework scores.

e. The Client acknowledges that s/he is in no way covered by T W Tutors LTD in any matter(s) of insurance and will take out, should s/he deem appropriate, his/her own insurance policy in respect of any personal and/or third party claims.

f. 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.

## **11. Scheduling and Cancellation**

- a. T W Tutors LTD is under no obligation to refund or transfer the Clients money in the event that the Client is unable to attend part of or the entire course.
- b. T W Tutors LTD will not issue any refunds or session transfers (except in exceptional circumstances which T W Tutors LTD will determine at it's sole discretion).
- d. If lengthy notice is given and the Tutor has other availability, it is at the Tutor's discretion to allow a transfer (they must arrange and then inform T W Tutors LTD of this transfer).
- e. If a Tutor needs to cancel a class, a suitable alternative shall be provided at no cost to the Client.
- f. Term length and cost is non-negotiable
- g. If the Client is moving to a different Tutor, the Tutor will draft a report for the new Tutor. 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.
- h. If the Student is late for a session, the Tutor may choose to but is not obligated to work beyond the scheduled end time. If a Tutor is late for a session, then it is the duty of the Tutor to arrange to make up the lost time.
- i. If the Student or Client chooses to terminate a session early, the Session will be charged at the usual price.

## **12. Data Protection**

- a. The Client agrees that they will not disclose any confidential information concerning the Tutor or T W Tutors LTD to any person for the duration of this agreement and for a period of five years after termination of the agreement, save as required by law, court order or any governmental or regulatory authority. More detailed information is available in the Privacy and Data Protection Policy available on the website.



# PRIVACY AND DATA PROTECTION POLICY

T W Tutors LTD maintains a strict policy of Client confidentiality. This policy relates to all information provided by Clients to T W Tutors LTD and all data that T W Tutors LTD holds in relation to use of the site. It supplements and is in addition to the Terms and Conditions Agreement and should be read in conjunction with them.

## What do we collect?

**Registration and student details (for Clients):** This includes details such as your name, email address, address, telephone number, your child's name, your child's date of birth and your child's educational background.

**Details (for Tutors):** Name, telephone number, email address and details of relevant teaching / tutoring experience. We may also store your bank details for the purpose of making payments to you for work done through T W Tutors LTD.

**Visitor tracking information:** We use [www.squarespace.com](http://www.squarespace.com) to track your visit on the T W Tutors LTD site. This includes but is not limited to visitor numbers, length of time on the site, visitor location, any third party website that you came to the Website from or any third party website that you went to from the T W Tutors LTD site.

## What do we do with your information?

Your data may be used without limitation for the following purposes:

- to improve T W Tutors LTD;
- to ensure we deliver a good service to clients and tutors;
- internal data analysis;
- to notify you of any changes to T W Tutors LTD' service; and
- to contact you where necessary.

## Sharing information with third parties

**Clients:** Other than sharing your information with your Tutor we will keep your personal information confidential and not pass it on to any third parties unless we are required to do so by law.

**Tutors:** The information that you provide to T W Tutors LTD forms the basis of a tutor profile. This includes the following information: a photo ID, the subjects that you teach, your teaching experience, personal biography, your personal teaching approach, testimonials, and payment details for when we need to pay you. T W Tutors LTD may share part of your profile with prospective clients. We will pass on your contact details to clients for jobs that you have applied for or for jobs that you have expressed an interest in. Other than sharing information with our clients we will keep your personal information confidential and not pass it on to any third parties unless we are required to do so by law.

## **Transfers of Data Outside the UK**

Your personal data may be transferred to countries outside the UK that may not have the same laws to protect your data. This may occur for example if our computer servers are hosted outside of the UK or if we have a client enquiry from outside the UK. You should not submit any personal data unless you accept this position.

## **How do we keep your information safe?**

We take reasonable steps to ensure that your information is kept safe and will endeavour to protect it from unauthorised access. Your information will only be kept for a commercially reasonable period of time for the purposes stated above.

## **Access to your data**

You have the right to request a copy of all personal information that we hold about you. For such requests we charge an administration fee of £30 and we will make information available within 28 days.

## **Third party sites**

We link to a number of other websites on our site. We are not responsible in any way for the privacy policies of these sites nor for the way in which they may use the information they collect about you.

## **Changes to this policy**

This policy may be changed or amended at our absolute discretion, so you should review it from time to time so you are aware of any changes.

## **Contact**

If you have any questions, please contact us at [www.twtutors123@gmail.com](mailto:www.twtutors123@gmail.com) or call at 07715871836.



## CLIENT INFORMATION AND PHOTO CONSENT FORM

If you feel comfortable with us sharing your child's progress publicly then please tick the checkbox on your booking form. This will give us permission to publicly use information regarding your tutoring sessions and any photos taken during your sessions (primarily through our website and social media outlets). This will always be verbally agreed before uploading online.

I give T W Tutors LTD permission to publicly use **information regarding your tutoring sessions**. This might include (but is not limited to), the right to use them in their printed and online publicity, social media and advertising.

I give T W Tutors LTD permission to publicly use **any photos taken during your sessions**. This might include (but is not limited to), the right to use them in their printed and online publicity, social media and advertising.

