

STRICTLY CONFIDENTIAL

AGREEMENT FOR PROVISION OF TUITION SERVICES

BETWEEN

TELIOS TUTORS LIMITED

AND

THE CLIENT

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- (1) Telios Tutors Ltd, a company incorporated in England and Wales whose registered office is at **142 Cromwell Road, London, SW7 4EF** and registered company number: **08914481** (herein after referred to as '**TTL**'); and
- (2) The Client to whom TTL, is to provide services and who has accepted these terms by clicking accept on TutorCruncher.

Each of TTL and Client being a 'Party' and together TTL and Client are the 'Parties' to this Agreement.

1. THESE TERMS

1.1 WHAT THESE TERMS COVER. These are the terms and conditions on which TTL will supply our Services to the Client.

1.2 WHY YOU SHOULD READ THESE TERMS. The Client should read these terms carefully before placing an order with TTL for the introduction by TTL to the Client of their Tutors. These terms tell the Client;

- (i) who TTL are;
- (ii) how TTL will provide its Services to the Client;
- (iii) how either TTL or the Client may change or end the contract; and
- (iv) what to do if there is a problem.

1.3 HOW TO CONTACT TTL. The Client can contact TTL by the following methods:

- Telephone; and
- Email.

1.4 HOW TTL MAY CONTACT THE CLIENT. If TTL have to contact the Client, it shall do so by telephone or by writing to the Client at the email address or postal address provided by the Client to TTL.

1.5 This Agreement is made effective by the signatures for and on behalf of the parties and/or by e-mail acceptance of the terms or by the Client accepting the terms on

Tutor Cruncher or by the Client when the Client requests TTL's Services and TTL start to provide tuition. It remains valid unless either party signifies in writing the intent to withdraw from the Agreement or the termination provisions come into effect.

IT IS HEREBY AGREED AS FOLLOWS:

2. DEFINITIONS

Client	means a parent of a student or the student.
Confidential Information	<p>means all information of a confidential nature (in whatever form) which relates to TTL and is received or acquired (whether directly or indirectly) by Client including:</p> <p>(a) any know-how, trade secrets, financial, commercial, technical, tactical, or strategic information of any kind;</p> <p>(b) all information produced, developed, or derived from information disclosed pursuant to this Agreement;</p> <p>(c) all information agreed to be, or marked as, confidential; and</p> <p>(d) any information Client could reasonably be expected to know, is confidential.</p>
Data Protection Laws	<p>means all applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Tutoring Services, including:</p> <p>i. the GDPR as relevant and UK GDPR;</p> <p>ii. the Data Protection Act 2018;</p>

- iii. any laws which implement any such laws;
- iv. any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing.

Lessons

means a period of time during which the Tutor promises to supply Tuition for the Client, for which the Client promises to pay the Tutor and is a skill session or checking session.

Lesson Fee

means the amount charged for Tuition during a lesson.

Personal data

shall have the meaning set out in Data Protection Laws.

Services
this

has the definition as set out in Clause 2 of Agreement.

Tuition

means any service supplied by a Tutor which has been requested by the Client.

Tutor
Tuition

means an independent party offering introduced by TTL to the Client for Tutorial Services for which payment is expected in return.

Tutorcruncher

means the CRM system where information about the Client is stored.

2.1 A reference to "Writing" includes emails:

2.2 a reference to this Agreement includes its schedules, appendices, and annexes (if any);

- 2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 2.5 a reference to a gender includes each other gender;
- 2.6 words in the singular include the plural and vice versa;
- 2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and
- 2.8 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

3. SERVICES TO BE PROVIDED BY TTL

- 3.1 At the outset TTL shall discuss the Clients requirements and objectives with the Client and shall suggest a number of suitable and qualified Tutors to the Client who may be in a position to assist the Client.
- 3.2 Once the Client has considered and decided which Tutor they would like to be introduced to, from the selection provided by TTL to the Client, TTL shall arrange the introduction of the Tutor to the Client. A Tutor will be deemed to be introduced to the Client following a request by the Client TTL:
- Provides either the name of a Tutor to the Client; or
 - Arranges for a Tutor to contact the Client: or
 - The Client books a Tutorial Lesson with the Tutor.

- 3.3 A Tutorial Lesson will be an online Tutorial Lesson usually lasting one hour.
- 3.4 In supplying the Services, TTL shall perform the Services with reasonable care and skill.
- 3.5 The Client acknowledges that TTL's tutors work independently of TTL and they do not have power to bind TTL in any way.

4. CLIENTS OBLIGATIONS

- 4.1 The Client agrees that once a Tutor has been booked through TTL the Client will be bound by TTL's terms and conditions relating to its Tutors.
- 4.2 The Client may purchase TTL's Services for themselves or on behalf of a student. TTL will provide the Tutors Services directly to the Client or any persons on whose behalf the Client has placed the order for the Services (for example a parent may place an order for Services for their child).

5. TUTORIAL FEES

- 5.1 Tutorial Fees will be payable as follows:
 - (a) The Client shall pay the first Lesson Fee directly to TTL prior to the first lesson via TutorCruncher. Subsequent payments of Lesson Fees shall be paid weekly in arrears via TutorCruncher for any lessons occurred and logged by the Tutor.
 - (b) TTL shall invoice the Client every Sunday for the lessons that have occurred from the first Monday of that week that have been logged by the Tutor. This will generate an email to the email address on the system stating an auto charge within 1 day. Payment for the outstanding amount will be deducted using the card details the Client has on the system via TutorCruncher. Any other arrangements must be agreed between the parties.
 - (c) It is the Client's responsibility to review the breakdown of the invoice via email or logging into TutorCruncher.
 - (d) If there are insufficient funds or the default payment card declines during processing of payment, another attempt to carry out the transaction will be made within the next subsequent day(s).
 - (e) If the Client wishes to pay using another card they must inform TTL prior to the Sunday of the week the Lesson Fees are due by emailing

admin@teliosutors.com, calling our landline number and speak to a member of staff or by logging into their TutorCruncher account via www.tutorcruncher.com to update their new card and set their preferred payment card as default.

- (f) Once payment has been made by the Client to TTL it may take up to five working days for it to show on the Client's bank statement.
- (g) The Client should not discuss rates with the Tutor. All matters relating to rates should be discussed with TTL.
- (h) If the Client has any query in relation to an invoice the Client may email TTL at admin@teliosutors.com or by calling 0208 050 4606.

5.2 Payment must be remitted within 24 hours of the invoice being sent to the Client. Failure to pay TTL's invoice on time may result in disruption or cancellation of tutoring services.

5.3 The Client will be notified either by email, phone, or text message to make arrangements to remit the full payment of TTL's invoice in the event an invoice is not paid within 24 hours of an invoice being sent to the client.

5.4 All Fees must be paid to TTL. The Client shall not pay the Tutor directly.

6. BOOKS AND OTHER RESOURCES

6.1 If any books and/or materials or other educational resources are recommended separately by a Tutor and the Client wishes to purchase such books and or materials, then such arrangement will be outside the terms of this Agreement and the matter will be between the Client and the Tutor directly.

7. PUNCTUALITY AND CANCELLATION POLICY

7.1 Whilst TTL uses its best endeavours to ensure punctuality there will be occasions where delays may occur and either party may be late for a Tutorial Lesson. We have set out what will happen in those circumstances in 7.2 below. We expect flexibility on both sides.

- 7.2 If a Client or Student arrives late the Tutor will use his/her reasonable endeavours to make up the time at the end of the Tutorial Lesson taking into consideration his/her other teaching commitments. If a Tutor arrives late then the Tutor will use his/her reasonable endeavours to make up the time at the end of the Tutorial Lesson taking into consideration his/her other teaching commitments: if time cannot be made up it will be carried forward to the next Tutorial Lesson- but this will be a matter for the Tutor's discretion. In the event of a dispute between a Client and Tutor TTL will have the final authority to resolve all issues.
- 7.3 Should either TTL or the Client need to cancel a Tutorial Lesson TTL will advise the Client 24 hours in advance, where possible, and rearrange the Lesson.
- 7.4 If a Client wishes to cancel a Tutorial Lesson after a Tutor has been engaged, the client will be liable to pay TTL's invoice as set out in clause 4.
- 7.5 The Client should be aware that in the event the client cancels any session less than 24 hours before a session is due to begin, the Client shall be liable to pay the Tuition Fee in full for that lesson. It is at TTL's discretion as to whether the Tuition Fee of the cancelled lesson is waived.
- 7.6 It is the Clients responsibility to ensure that all their equipment is set up. Prior to the lesson is delayed due to technical difficulties it should be at the Tutors discretion as to whether any time can be carried forward to the next lesson.

8. TTL'S TUTORS AND RESTRICTIONS

- 8.1 TTL recognises that for the Clients day to day tutorial needs the Client will refer directly to the Tutor. However, if there are significant changes in the delivery of the tuition these must be agreed with one of the Directors of TTL.
- 8.2 The Client agrees that the Client will not make any direct or private arrangements with the Tutor outside of this Agreement for a period of 12 months after terminating this Agreement.
- 8.3 The Client acknowledges and agrees that a breach of these conditions will result in a serious and substantial business loss to TTL and undertakes to pay TTL a sum to be

determined by TTL acting reasonably at all times, as damages for the loss that TTL may suffer.

- 8.4 The Client agrees that the above conditions will continue both during the Agreement and after termination or expiry of this Agreement.
- 8.5 If the Client wishes to refer a friend or contact any of TTL's Tutors, they may do so strictly through TTL.

9. LIABILITY

- 9.1 TTL does not exclude its liability to the Client for death or personal injury caused by TTL's negligence.
- 9.2 TTL shall not be liable to the Client for any negligence, act, or omissions or otherwise on behalf of the Tutor.
- 9.3 All TTL Tutors undergo a rigorous vetting procedure, including, interviews, DBS, and reference checks. TTL shall have no liability to the Client for any loss it may allege, including but not limited to that which has arisen through the Tutors' alleged negligence, lack of skill or expertise, dishonesty, or misconduct on the part of the Tutor.
- 9.4 TTL shall not be held directly or indirectly liable for Tutor's content for tutoring lessons provided to the Client or its delivery. The Tutor is responsible for the content of lessons. These are to be carried out with proper preparation in accordance with the Client's instructions and/or relevant exam syllabus after the Tutor's discussions with the client.
- 9.5 TTL makes no representations and provides no warranties as to exam results grades or performance and any such representations and warranties are excluded to the fullest extent possible by law. TTL shall have no liability to the Client for exam results/grades/performance.

10. COMPLAINTS

- 10.1 If the Client has a complaint about any of TTL's services, the Client should follow our complaint's procedure by sending an email to admin@teliosutors.com.

11. SOCIAL MEDIA

- 11.1 The clients shall not defame or criticise on any social media platform such as but not limited to, Google, Facebook, Instagram, Twitter, TTL or its Tutors, Tutoring Lessons, Tutoring Fees, or any other services carried out by TTL in relation to this Agreement.
- 11.2 Subject to a breach of clause 11.1 TTL reserve their rights to commence formal legal proceedings against the Client and may at any time seek urgent interim relief.

12. CONFIDENTIALITY

- 12.1 Clients shall not at any time during this Agreement, and for an indefinite period after termination of this Agreement, disclose to any person any Confidential Information concerning Tutors except that Clients may disclose the Tutoring confidential information as may be required by law, court order or any governmental or regulatory authority.
- 12.2 Clients shall not use the Tutoring Company's confidential information for any purpose other than to perform their obligations under this Agreement.

13. TERMINATION

- 13.1 Either party may terminate this contract upon 24 hours written notice by emailing admin@teliosutors.com.
- 13.2 TTL may terminate this contract any time by writing to the Client if:
- (a) The Client fails to and does not make any payment to TTL when it is due;
 - (b) The Client still does not make payment within 14 days of a reminder from TTL reminding the Client that payment is due; and
 - (c) The Client does not, within a reasonable time of TTL asking for it, provide TTL with information that is necessary for TTL to provide the Client with the Services (such as the Client's contact details).

- 13.3 The Client shall delete all Personal Data of all Tutors in the Client's possession upon termination of the Agreement.

14. HOW TTL USES YOUR PERSONAL INFORMATION

- 14.1 TTL will use the personal information the Client provides to TTL to:

- (a) Supply tutoring services to the Client;
- (b) Store the Clients contract details
- (c) Process the Clients payment for the tutoring services via TutorCruncher;
- (d) communications from TTL to the Client from time to time by email or phone in relation to the tutoring services provided under this Agreement; and
- (e) if the Client has expressly agreed to this during the order process, to give the Client information about similar services that TTL provides, which the Client may decide to stop receiving at any time by contacting TTL.

- 14.2 **How TTL shares your information.** TTL will share the Clients or student's personal information with their Tutors to provide the Client with the tutoring services and by accepting this Agreement the Client agrees that it is providing its consent to TTL for the sharing of the Clients personal information or to any third party for whom the Client places the order for tutoring services (for example a parent may provide consent for their child's personal information to be shared with the Tutor).

- 14.3 TTL expects the Client to have obtained the written consent from any third party whose data the Client shares with TTL and the Client warrants that it has obtained all required consents.

- 14.4 TTL will only give your personal information to other third parties where the law either requires or allows TTL to do so, or where the Client has consented.

15. OTHER IMPORTANT TERMS

- 15.1 TTL may transfer this Agreement to someone else. TTL may transfer its rights and obligations under this Agreement to another organisation. TTL will always tell the Client in writing if this happens and TTL will ensure that the transfer will not affect the Clients rights under this Agreement.

15.2 TTL reserves the right to request that a Tutor stop arranging Lessons with the Client at any time.

15.3 The Client is able to schedule lesson days and times with the Tutor directly, but billing must be carried through TTL.

16. law and jurisdiction

This contract is construed and governed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.