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<<NAME OF TUTOR/

R/COACH/MENTOR>>

THIS AGREEMENT is dated

day of

**BETWEEN:**

- (1) The [Tutor] [Teacher] [Instructor] whose name is <<Name of Tutor/Teacher/Instructor/Trainer>> of <<Address>> (referred to below as "I" or "Me"); and
- (2) <<Name of Client>> of <<Address>> (referred to below as "You")

**1. Definitions and Interpretation**

1.1 In this Agreement unless otherwise requires, the following expressions have the following meanings:

**"Business"** means any business, trade, craft, or profession carried on by or for any other person/organisation;

**"Consumer"** means a natural person as defined by the Consumer Protection Act 2008 and in relation to this Agreement a person who receives or uses services from me or more Sessions for the personal use and for purposes outside the purposes of any business;

**"Fee"** means the standard charge for each Session plus any necessary travelling time to Your place of business at the date of this Agreement is set out in the Schedule > including any VAT chargeable;

**"I/Me/My"** means [Tutor] [Coach] whose name is set out in the Schedule, place of business and contact details set out above;

**"My Premises"** means the premises at My above address where I carry on my business in relation to You but in Clause 2.17 it is referred to as "premises" as defined in the Schedule;

**"Regulations"** means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**"Session"** means an individual tuition, instruction, training, coaching or mentoring session of <<insert number of minutes>> minutes (or any other period that I specify in the Schedule) as the length of one or more Sessions (as defined in the Schedule) that I provide for You in the Schedule;

**"the Subject/s"** means <<insert details of subject/s to be studied>> details set out in the Schedule; and

**"Your Premises"** means the address in the case of any business which you have agreed to provide to you at that

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- 1.2 Unless the context requires otherwise, any reference in this Agreement to:
  - 1.2.1 "this Agreement" shall mean this Agreement;
  - 1.2.2 a "Clause of this Agreement" shall mean reference to a Clause or sub-Clause of this Agreement;
  - 1.2.3 the Schedule shall mean the Schedule of this Agreement and it will form part of this Agreement.
- 1.3 The headings used herein are for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 Words signifying the singular shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

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**2. Booking, Timing and Cancellation and Consumer Rights**

- 2.1 Any time/date slot booked with Me is subject to availability. I will advise You of any date/time that is not available. You do not reserve or guarantee that a booking becomes a firm booking as follows.
  - 2.2 If You ask to book a particular time/date slot/s, Your request is not a firm booking. Whether I accept or not to book that particular date/time will be in My discretion. My confirmation of Your booking will only become a firm booking in accordance with sub-clause 2.3.
  - 2.3 If and when I accept Your booking [by message] [email] [letter]) Your offer to book a particular Session and You pay for it/them, there will from the date of payment (or the earlier) be a binding contract between You and Me.
  - 2.4 If I specifically agree to book You for one or more particular Sessions to be booked that You may book that particular Session at the beginning of the time I accept a booking for it, there will be a binding contract between You and Me that I accept Your offer to book it.
  - 2.5 Unless I agree otherwise, You may book each Session as part of a regular series of Sessions. <insert number, typically between 4-12 but it might be different> at a regular time/date slots before the first Session/s is/are on a trial basis. I will advise You of available time/date slots before the first Session. [A discount is available if You pre-pay for at least <insert number> Sessions – for details See Clause 3].
  - 2.6 During the period of the first series of Sessions as set out above, You may book one or more additional series of Sessions during the first series without an intervention of Me. The additional series may begin (with or without an intervention of Me) after the end of the previous series. You may book one or more additional series in the same way.
  - 2.7 Where You have not booked a Session from Me in relation to the Subject, I may offer You a Session as a trial so that You can decide whether to book further Sessions with Me in that Subject;
  - 2.8 Where You pay for a Session in advance, but You do not attend the Session, You must subsequently book a Session <insert period e.g. 4,6,8, or 10> weeks in advance for the Sessions. If You pay for any

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Session but do not  
above in this sub  
Session and You  
made for it. I will  
which falls within the  
period.

lling within that <<insert period as  
period You cannot then take that  
not refund any payment You have  
avours to agree a time/date for it  
above in this sub-Clause 2.8>> week

2.9 When You book a  
entitled to keep some  
2.12 below if You  
prior notice as is re  
following paragraph

le in advance for them, I will be  
as set out in sub-Clauses 2.11 or  
Session/s without giving Me such  
nt to be given, as explained in the

2.10 If You arrive at My  
time, or if, when I a  
ready to start the  
scheduled finishing  
or You arrive.

session later than its scheduled start  
on at Your Premises, You are not  
tend the length of it beyond its  
or agree to do so at the time when I

2.11 I may treat a Sess  
giving notice to Me  
minutes after the s  
time that You will b  
time, or You do not  
case, I may then (b  
other client wishing  
charge to You for th  
apply.

ked as cancelled by You without  
(not ready to start) more than [5]  
the Session or You tell Me at any  
minutes after the scheduled start  
Session as cancelled in any such  
ve Your time/date slot for it to any  
date slot. I may decide to make a  
d sub-Clause 2.12 below will then

2.12 EITHER [You may  
of a series) without  
weeks>>] OR [<<in  
event: either I will r  
or, if when You can  
date which falls wit  
the date of the can  
discretion I decide  
keep the Fee as pa

Session (whether or not it is part  
e at least [<<insert period e.g. 2  
more days>> prior notice. In that  
u paid in advance for that Session  
or a later substitute Session on a  
e.g. 2 weeks>> week period after  
m able to and in My reasonable  
d substitute booking, I will instead  
Session.

If You do not give  
Clause 2.12>> pri  
there is no such  
financial loss that  
limited to the amo  
deduct that charge  
the Session and I s

ne period as in second line of this  
or if You do give such notice but  
titled to charge You for any net  
ancellation but that charge will be  
that Session. I will be entitled to  
n the Fee You paid in advance for  
o You.]

OR

[Once a Session is  
date booked for th  
date when You ca  
[irrespective of h  
cancellation,] OR [l  
line two above>> v  
net financial loss th  
limited to the amo  
deduct that charge  
shall refund any ba

ancel it without charge [unless the  
<insert number>> weeks after the  
a Session for any reason, then  
or notice You give Me of the  
least <<insert same number as in  
be entitled to charge You for any  
ancellation but that charge will be  
that Session. I will be entitled to  
in advance for the Session and I

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must confirm this in writing within 7 days of the booking, I will not be responsible for Your cancellation fee that is covered by the

You. If You cancel as allowed by this Sub-Clause 2.1 and You have not made any payment(s) to Me for the Session(s) that I have provided

**3. Fees and Payment**

3.1 You must pay the Fees for Sessions that I fully and correctly provide to You.

at I fully and correctly provide to

3.2 [If at any one time You book in advance (whether by a single Session or a longer series), I will discount the standard Fee by <<insert amount which is e.g. 90% of the standard Fee>> for each of those Sessions, i.e. <<insert amount which is e.g. 90% of the standard Fee>>]

number, e.g. 4>> or more Sessions in advance (whether by a single Session or a longer series), I will discount the standard Fee by <<insert amount which is e.g. 90% of the standard Fee>> for each of those Sessions, i.e. <<insert amount which is e.g. 90% of the standard Fee>>]

3.3 The amount of standard Fees may change from time to time but I will try to give You as much notice as possible of any such changes, and in any event not less than 14 days before the date of any bookings made after the date of Sessions previously booked.

change from time to time but I will try to give You as much notice as possible of any such changes, and in any event not less than 14 days before the date of any bookings made after the date of Sessions previously booked.

3.4 You may pay Me for Sessions by the following methods:

the following methods:

3.4.1 <<Insert method>>

3.4.2 <<Insert method>>

card>>;

3.4.3 <<Insert method>>

3.4.4 <<Insert method>>

Bank Transfer>>

3.4.5 <<Insert Ad>>

3.5 All prices of Sessions and Fees at the time are inclusive of VAT.

sent or notified to You from time to time of any changes in the standard Fee amounts payable for Sessions.

**4. Eligibility to Require Provision of Sessions under this Agreement**

**under this Agreement**

4.1 I will only make Sessions available to You where You are aged 18 or over and are a "Consumer" (as defined in the Consumer Protection Act 2008) and Your signature of this Agreement will constitute Your confirmation that You are aged 18 or over and that You are not acting in connection with any request(s) for Sessions made by You for any Sessions.

where You are aged 18 or over and are a "Consumer" (as defined in the Consumer Protection Act 2008) and Your signature of this Agreement will constitute Your confirmation that You are aged 18 or over and that You are not acting in connection with any request(s) for Sessions made by You for any Sessions.

4.2 If at any time I find that You are aged 18 or over or are not a "Consumer", I may without liability to You terminate this Agreement forthwith by giving You a written notice of cancellation. You will be entitled to require Me to provide Sessions if such cancellation You have paid for any Sessions not yet provided. I will refund You the Fees for those Sessions.

18 or over or are not a "Consumer", I may without liability to You terminate this Agreement forthwith by giving You a written notice of cancellation. You will be entitled to require Me to provide Sessions if such cancellation You have paid for any Sessions not yet provided. I will refund You the Fees for those Sessions.

**5. EITHER [My Commitment to Provide Sessions]**

I agree to conduct Sessions for You at the times and days. It is not possible to determine at the outset of this Agreement the balance right for You of the Sessions You will need] <<number, e.g. 2 >> hours of Sessions in any session or more than <<number, e.g. 4>>

times and days. It is not possible to determine at the outset of this Agreement the balance right for You of the Sessions You will need] <<number, e.g. 2 >> hours of Sessions in any session or more than <<number, e.g. 4>>

**OR [Miscellaneous]**

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The following, amongst other things, are included in the Schedule:

- 5.1 [My commitment, to the Session, and maximum Session time on any day/in any week;
- 5.2 [Attendance;]
- 5.3 [Punctuality;]
- 5.4 [Provision of items for the Session;
- 5.5 [Tasks for You to complete before the Session;] and
- 5.6 [Records].]

in the Schedule:  
 d, and maximum Session time on  
 s;] and

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**6. Health and Safety and Protection of Children**

- 6.1 I will not be responsible for the safety of any minor at My or Your Premises.
- 6.2 In the interests of You, I may require You to inform Me before You attend any Session of any matter which may affect the Session or which may become relevant in connection with the Session.
- 6.3 If You do not tell Me of any such matter as required by clause 6.2 that I then discover, I may, in My absolute discretion, decide not to provide that or any of the remaining Sessions booked and to treat any such Sessions as cancelled. I may charge You for the cost of such Sessions (or part of it) and sub-Clause 2.12 above will then apply.

ty of any minor at My or Your  
 t inform Me before You attend any  
 affecting You which might be or  
 anything referred to in sub-Clause  
 ably, decide not to provide that or  
 Sessions booked and to treat any  
 notice, in which case I may make  
 (or part of it) and sub-Clause 2.12

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- 6.4 I will [on request] provide evidence of My competence to book any Sessions:
  - 6.4.1 At least [two] [years] [of experience] [of] [in] the Subject; and
  - 6.4.2 Evidence of My [academic] [qualifications] [of] [in] the Subject; and

book any Sessions:  
 es as to My [knowledge of] [and]  
 nce] [of] [in] the Subject; and  
 confirm that I hold the following  
 ional] qualifications: [<<insert  
 of the following [professional]  
 >>].

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**7. Rules**

- 7.1 I do not permit You to bring to a Session:
  - 7.1.1 Smoke any tobacco products;
  - 7.1.2 Be accompanied by any child; or
  - 7.1.3 Bring any animal, other than a guide dog. If You do bring a guide dog, You should inform Me of this at least 48 hours before the Session;
- 7.2 You must not have any mobile phone or other recording device used specifically to record a Session or any part of a Session.
- 7.3 You must not make any copies of any materials or other materials that are used in or in connection with any Session, or any specific book or material, without My prior written agreement.
- 7.4 If You do not comply with any of the above requirements, I may cancel the Session without liability to You for any amount.

y any child; or  
 es with the exception of a guide  
 ide dog, You should inform Me of  
 t;  
 a Session except as I agree may  
 ording device used specifically to  
 s or other materials that are used  
 agree in writing to copying of any  
 produced by me.  
 requirements, I may cancel the  
 er amount.

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limit, prejudice, or  
Your rights or reme  
9.7.1 the Consum  
9.7.2 the Regulat  
9.7.3 the Consum  
9.7.4 any other co  
as that legislation is  
For more details o  
Advice Bureau or T

ly duties or obligations to You, or  
u, under:  
or  
ation,  
me.  
ase refer to Your local Citizens'

**10. Changes to Terms and C**

ment

I may from time to time ch  
giving You notice, but I wil  
is reasonably possible of a

nditions of this Agreement without  
eavours to inform You as soon as

**11. How I Use Your Personal**

ection)

I will only use Your perso  
from <<insert location(s)>>

ut in My Privacy Notice [available  
chedule].

**12. Regulations**

I am required by the Regu  
available to You as a Con  
make a booking) except w  
of the transaction. I have  
You to see now, or I will  
make a booking. All of that  
the terms of My contract w

certain information is given or made  
ly contract with You (i.e. before I  
already apparent from the context  
itself either in this Agreement for  
u before I accept Your request to  
ired by the Regulations, be part of

**13. Information**

As required by the Regulat  
13.1 all of the informati  
13.2 any other informati  
business which Yo  
when making any c  
will be part of the terms of

; and  
about any Sessions or Me and My  
n deciding to make a booking or  
sions,  
a Consumer.

**14. Complaints**

I always welcome feedba  
endeavours to ensure tha  
positive one, I neverthele  
complaint. If You have ar  
about Me, please raise the  
contacting me by <<Insert

ilst I always use all reasonable  
Your experience as My client is a  
You if You have any cause for  
Session/s or any other complaint  
aking to me at My Premises or by  
ail or Post>>.

**15. No Waiver**

No failure or delay by M  
means that I or You have  
of any provision of this Ag  
breach of the same or any

any rights under this Agreement  
waiver by Me or You of a breach  
or You will waive any subsequent

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**16. Severance**

If any provision of this Agreement is held to be unenforceable in whole or in part by a competent authority to be invalid or unenforceable, the remainder of the provisions of this Agreement shall nevertheless remain in full force and effect and shall not be affected.

**17. Law and Jurisdiction**

17.1 The Agreement, whether contractual or otherwise, shall be governed by the law of [England] [Ireland] [Scotland].

17.2 As a consumer, You agree that the application of the mandatory provisions of the law in your country of residence does not reduce Your rights under Clause 17.1 above takes away or restricts those provisions.

17.3 Any dispute, controversy or claim between You and Me relating to the Agreement, whether contractual or otherwise, shall be referred to the jurisdiction of the courts of England, Wales, Scotland, as determined by Your residency.

**Subject (Definitions)**

The Subject comprises the [study] [training in] OR [acquisition of] [knowledge] [experience] [skills] [description of subject]>>.

Note: the subject may be of any general or particular life skill, business, commercial, professional, technical, or creative knowledge, skill, expertise, qualification etc.

The [area[s]] [range] [syllabus] [to be covered will be as follows: level of qualification]>>

By way of clarification, I confirm [areas] [topics] will not be covered [insert details of what is NOT within the scope of Sessions]>>

**[Miscellaneous (Clause 5)]**

**[My commitment, total Sessions per week/maximum Session time on any day/in any week:**

I agree to conduct Sessions [times and days]. It is not possible to determine at the outset [but, in order to get the balance right for You, I will do my best to ensure that] [as possible as to how many Sessions You will need] [before the event to provide more than <<number, e.g. 2 >> hours or more than <<number, e.g. 4>> hours of Sessions in any session]

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**[Attendance:** If You are not My responsibility to My Session with Me.]

Session for any reason it is Your session and to book a substitute

**[Punctuality:** I expect You the scheduled start time of

Session at least 5 minutes before at You are ready to start on time.]

**[Provision of items by You**

I am not responsible for items that You need for or for You to use [at] [or] details>>.]

ny equipment, materials or other session/s [except that I will provide ns the following items: <<insert

[I will advise You [at My first will need to obtain for You the above items that I will p

the first Session] as to what You with any Session/s [in addition to

[I may make suggestions to be] available.]

items that You need are [or likely

[Tasks for You to carry out tasks to carry out after a Session. You should complete tasks that I give to You progress in [relation to] the between Sessions, I am available via telephone.]

may] [will] [will usually] give You should complete it prior to the next pared by completing [each] [any] . This is more likely to result in to contact Me about such tasks able to provide help via email or

**[Records:** You should provide in the form of <<e.g. a any information useful or n

session diary [and this [should] [can] may make notes in it setting out carrying out any tasks.]]

**[Data**

**e 11)**

<<insert

ice>>]

IN WITNESS WHEREOF this Agreement before written

executed the day and year first

SIGNED by

<<Name of Tutor/Teacher/Instructor>>

>>

.....  
SIGNED by

<<Name of Client>>

.....

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