S

FO <<NAME OF TO A ST

ES

A TUTOR>> E OF 18

THIS AGREEMENT is dated

BETWEEN:

- (1) <<Name of Tutoring C Registration>> under num office and place of busin "Company") which is to pro
- (2) <<Name of Parent/Guardia is the Parent or Guardian (Student whose name is <</p>

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Business"

"Consumer"

"Fee"

"Our Premises"

"Parent/Guardian"

"Regulations"

"Student"

"the Subject/s"

"Tuition Session"

"Tutor"

day of

y registered in <<Country of ation Number>> whose registered ess>> (referred to below as the e Student; and

ge of 18>> of <<Address>> who ent/Guardian" or "You") of the under 18>>

therwise requires, the following

rade, craft, or profession carried on organisation;

defined by the Consumer Rights Act to this Agreement means the Student who receives or uses sing one or more Tuition Sessions for personal use and for purposes wholly poses of any Business;

charge for each Tuition Session y travelling time to Your Premises) s Agreement is £<<insert amount>> eable;

ere We provide any Tuition Session

Our premises at [Our above address]

>] but in Clause 2.17 it means

Iefined in the Regulations;

rdian of the Student;

Contracts (Information, Cancellation Regulations 2013;

individual under the age of 18 who ession;

e of school subject/s to be taught by

tion for a period of <<insert number any other period that We agree on gth of one or more particular Tuition the Subject;

ding any person/s whose name/s hedule, engaged by the Company vide any Session/s on its behalf to "Us/We/Our"

"You/Your"

"Your Premises"

- 1.2 Unless the context
 - 1.2.1 "this Agreen
 - 1.2.2 a "Clause o this Agreem
 - 1.2.3 [the Schedu of this Agree
- 1.3 The headings used affect the interpreta
- 1.4 Any reference to "V permits or requires pursuant to this Agr
- Words signifying th and
- 1.6 References to any

2. Booking, Timing and Car

- 2.1 Any time/date slot advise You of any guarantee that par booking as follows.
- 2.2 If You ask to book particular date/time particular date/time discretion. Our cacceptance of it bua binding contract in
- 2.3 If and when We ac to book a particular for it/them, there v binding contract be except as follows.
- 2.4 If We specifically a Sessions to be boo for at the beginning time We accept a but time that We accept
- 2.5 Unless We agree of a regular series of typically 10 but it more more sessions of the length of a schadvise You of average.

rdian; and

ddress in the case of any Tuition agreed with You to provide to the s.

reference in this Agreement to:

s Agreement; [and]

nce to a Clause or sub-Clause of

his Agreement and it will form part

br convenience only and shall not

e "Company" is, where the context cting on behalf of the Company

include the plural and vice versa;

ther gender.

sions, and Consumer Rights

is subject to availability. We will able but We will not reserve or less and until it becomes a firm

eries of Tuition Sessions for any will be Your offer to book that y requested booking will be in Our equested booking will be Our n booking if and when it becomes lause 2.3 below.

essage] [email] [letter]) Your offer sof Tuition Sessions and You pay ment (but not any sooner) be a the Tuition Session concerned,

y one or more particular Tuition cular Tuition Session may be paid rather than being paid for at the e a binding contract for it from the

ession must be booked as part of series will be for <<insert number, where a new student attends one ober of sessions takes account of day, time, and location. We will before You offer to book them.

[Discounts are ava e.g 4>> Tuition Ses

- 2.6 During the period of may be booked as after, or during the begin (with or without any time after the eseries may be book
- 2.7 Where the Studen Subject, We may a the Student can de that Subject.
- 2.8 Where You pay for the same time book book a time/date f week period after the Session paid for begind as above in will be lost, and We use all reasonable that <<insert period
- 2.9 When You book ar will be entitled to keep 2.11 or 2.12 below giving Us such price explained in the follows:
- 2.10 If the Student arriv scheduled start tim Premises the Stud extend the length specifically agree to
- 2.11 We may treat a Tu without giving notic than [5] minutes af tell Us at any time t the scheduled start Tuition Session as obliged to) give You that time and date cancelled Tuition S

2.12 **EITHER**

[You may for any ra series) without che weeks>>] OR [<<i event: either We Tuition Session or, Tuition Session on week period after to and in Our reasubstitute booking substitute Tuition S

at least at least <<insert number, lause 3.1

ditional series of Tuition Sessions king may be made either before, ssions. The additional series may or other holiday or other break) at . One or more further subsequent

eived any tuition from Us in the Tuition Session as a trial so that with Tuition Sessions with Us in

ons in advance, but You do not at of them, You must subsequently in the <<insert period e.g. 10>> the Tuition Sessions. Any Tuition e/date falling within that <<insert week period cannot be taken and nent You have made for it. We will time/date for it which falls within use 2.8>> week period.

pay Us in advance for them, We ayment as set out in sub-Clauses y such Tuition Session/s without y this Agreement to be given, as Clause 2.

any Tuition Session later than its time for a Tuition Session at Your the Tuition Session, We will not duled finishing time unless We We or the Student arrives.

ave booked as cancelled by You ives (or is not ready to start) more me of the Tuition Session or You rriving more than [5] minutes after as not attend at all. If We treat the se, We may then (but We are not any other student wishing to book a make a charge to You for that 2.12 below will then apply.

ession (whether or not it is part of east [<<insert period e.g. 1,2,3,4,5 nore days>> prior notice. In that ee You paid in advance for that ask to rebook for a later substitute the <<insert period e.g. 1,2,3,4>> Tuition Session and We are able decide to accept that requested to the Fee as payment for the

If You do not give Clause 2.12>> priothere is no such r financial loss that \ limited to the amo entitled to deduct t advance for the Tui

OR

[Once a Tuition S [unless the date boweeks after the datany reason, then [in the cancellation,] Coin line two above>> any net financial lowill be limited to the entitled to dedu Tuition Session and

Calculation of net f for a Tuition Sessi incurred or saved b

- 2.13 If, due to exception accidents and bere accidents and bere You cancel a Tuition e.g. the same period consider the circum charge for late cand We agree to waive obliged to do so consume.
- 2.14 We may cancel a b in the following circ
 - 2.14.1 There is no Student (a and at the
 - 2.14.2 An event of more than
 - 2.14.3 We find the above).

If We cancel a Tuit You in full the payr if when We cancel and in Our discretic We will instead kee

2.15 We will use all rea scheduled start tim Tuition Session or <<insert time perio Student arrives for of at least that time You in full the Fee

ne period as in second line of this or if You do give such notice but ntitled to charge You for any net ancellation but that charge will be that Tuition Session. We will be tial loss from the Fee You paid in all refund any balance to You.]

may not cancel it without charge sion is at least <<insert number>> You cancel a Tuition Session for if any, prior notice You give Us of at least <<insert same number as will be entitled to charge You for Your cancellation but that charge d for that Tuition Session. We will Fee You paid in advance for the ance to You.

count of any time for preparation

Us, any travel time and/or cost
fit element of the Fee.

Iding, but not limited to, illness, dent misses a Tuition Session or g Us at least <<insert any period, ys/weeks>> prior notice], We will etion decide whether to waive any tled to make under Clause 2.12. If or more occasions, We will not be ven if the circumstances are the

t any time before its time/date slot

ble to Us to provide tuition for the el to Your Premises) on the date

8 below occurs and continues for

sumer" (as defined in Clause 1

mstances <u>either</u> We will refund to to Us for that Tuition Session <u>or</u>, a later substitute Tuition Session that requested substitute booking, the substitute Tuition Session.

start each Tuition Session at its delayed by overrun of a previous If a delay to the start is at least if at any time before or after the tify You that there will be a delay tion Session and We will refund to Session unless We agree to any

request from You which case We will Session.

- 2.16 We may immediate
 Our reasonable op
 Agreement. You wi
 but not completed
 booked and paid fo
 at the time of term
 termination, and in
 number of booked
- 2.17 Where the contract Regulations give Y be in addition to the 2. You may for any period after We acc Session on a date have expressly red day period and We and You must pay cancel any other T that a booking be You. If You cancel made any payment You within 14 days Tuition Session(s) t

3. Fees and Payment

- 3.1 You must pay the provide to the Stude
- 3.2 [If at any one time Sessions in advan discount the standa Tuition Sessions, i
- 3.3 The amount of stan try to give You as r any event not less bookings made aft Tuition Sessions pr
- 3.4 You may pay Us for
 - 3.4.1 <<Insert me
 - 3.4.2 <<Insert Me
 - 3.4.3 <<Insert me
 - 3.4.4 <<Insert me
 - 3.4.5 <<Insert Ad
- 3.5 All prices of Tuition time to time are incurrent Tuition Sessions.

Session for another time/date in payment for the rebooked Tuition

ssion if the Student's conduct is in it amounts to Your breach of this fund for a Tuition Session started nat time further Tuition Sessions We may cancel any or all of them sion or within 48 hours after that d You the Fees for the remaining pries which We cancel.

not made on Our Premises, the his sub-Clause 2.17, and they will he above provisions of this Clause Tuition Session during the 14 day f the booking includes any Tuition of that 14 day period, and if You y such Tuition Session in that 14 cel that requested Tuition Session ith Clause 3, and You may only d by that booking. If You request firm this in any way convenient to lause 2.17, and You have already, We will refund the payment(s) to lation less the amount due for the at is covered by that booking.

sions that We fully and correctly

umber, e.g. 4>> or more Tuition part of a longer series), We will bunt e.g. 10>% for each of those uch Tuition Session will only be indard Fee>.]

ange from time to time but We will sible of any such changes, and in Any increase will only apply to increase; it will not apply to any for.

any of the following methods:

ard>>:

k Transfer>>

Agreement or notified to You from argeable on amounts payable for

4. Your Eligibility to require

- 4.1 We will only make '
 "Consumer" (as description of the consumer of the cons
- 4.2 If at any time We fit to You cancel this and You will not th Sessions to the Stuany Tuition Session those Tuition Session

5. Miscellaneous

The following, amongst oth

- 5.1 Attendance;
- 5.2 Punctuality;
- 5.3 Provision of items b
- 5.4 Homework Assignm
- 5.5 Our commitment, a provided on any da
- 5.6 Parent/Guardian's i
- 5.7 Examination entries

6. Health and Safety [and] F

- 6.1 You give Us permis
- 6.2 Where a Tuition S

 either be accompar

 You, or You must I

 each Tuition Sessic

 You or another res

 Tuition Session.
- 6.3 We will not be res Premises other than
- 6.4 In the interests of the attends any Tuition Student which migh
- 6.5 If You do not tell U
 Clause 6.4 that We
 provide that or the
 Sessions booked a
 without notice, in w
 Tuition Session (or
- 6.6 We will fon request
 - 6.6.1 At least [tw and ability
 - 6.6.2 Evidence (

Sessions under this Agreement

e to the Student where You are a ve), and Your signature of this confirmation that You will be a by You for any Tuition Session.

onsumer", We may without liability giving You a cancellation notice Us to provide any further Tuition ch cancellation You have paid for by We will refund You the Fees for

in the Schedule:

and maximum tuition to be

s and DBS

or to teach the Student.

Our Premises, the Student must er responsible adult nominated by mobile phone for the duration of ion takes place at Your Premises, on Your Premises throughout the

ety of any minor at Our or Your

You must inform Us before he/she all or other condition affecting the in relation to that Tuition Session.

on of anything referred to in sub-, acting reasonably, decide not to on Session or any other Tuition ion Sessions as cancelled by You a charge to You for that cancelled 2.12 above will then apply.

ou book any Tuition Sessions:

es as to Our Tutor's knowledge of, lbject; and

Dur Tutors. We confirm that any following qualifications: [a <<e.g.



BA, BSc, I degree>>] teaching Primary/Se [also] hold members details>>].

6.7 We will ensure that Student, We recei enhanced check for consider would ren Tuition Session.

7. Rules

- 7.1 We do not pern accompanying the
 - 7.1.1 smoke any
 - 7.1.2 be accomp in Clause 6
 - 7.1.3 bring any dogs. If the inform Us of
- 7.2 Students are not to any audio/video re record a Tuition Se
- 7.3 You and the Stude other materials unlend by Us.
- 7.4 If You or the Stude cancel the Tuition S

8. Events Beyond Our Reas

- 8.1 We will not be liak under this Agreen control, including ill of available facilitie taken by a governr dissimilar event or of the control of the control
- 8.2 If any event described affect Our performs inform You as so suspended and an accordingly. We will any new dates, time may, without liability place due to that event our of the cancel affects of the cancel affects our performance our performan

9. Limitation of Liability

9.1 We will be respons Student may suffer m a UK University in [<<name of] [or <<name of degree>> etc]], [a the Tutors to teach in land & Wales] [and the Tutors will ional qualification/s and will be onal body/ies/institute/s: <<insert

les the first Tuition Session to the losure & Barring Service (DBS) s not contain anything that We nappropriate person to provide a

or You/any responsible adult

by any child, or, except as stated

ises with the exception of guide use of a guide dog, You should is Agreement.

ces in Tuition Sessions except for agree may be used specifically to

photocopies of any text books or o copying any materials produced

y of these requirements, We may rany refund or other amount.

lay in performing Our obligations cause beyond Our reasonable Our other relevant personnel, lack suppliers, any law or any action act of god, or any other similar or and Our control.

1 occurs that is likely to adversely under the contract, We will try to ossible, Our obligations will be are bound by will be extended vent is over and provide details of tion Sessions as necessary. You ion Session(s) which do not take n full the Fees that You have paid

loss or damage that You or the utor's breach of this Agreement or



as a result of Our d is an obvious consc contemplated by Yo not be responsible

- 9.2 We provide all Tuit We will not be lial business, interrupti
- 9.3 Whilst We will use satisfactory progres various factors, inc Sessions, homewo the Student's aptitu make no warranty about (including pa part in any Tuiti assignments as a progress.
- 9.4 If You or the Stude do not undertake t Their loss or dama such loss or dama Tutor. We will not Student's personal Our Premises evel place at Our prem therefore advise Yo Our Premises.
- 9.5 If a Tuition Session keep Your Premise household effects them will be at Yo damage is due to a
- 9.6 Nothing in this Agre death or personal fraudulent misrepre
- 9.7 Furthermore, if You 2015, or You and consumer protection will exclude, limit, obligations to You of or Our liability to Yo
 - 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 of local Citizens' Advid loss or damage is foreseeable if it br's breach or negligence or if it is htract with You is created. We will hat is not foreseeable.

rsonal and private use/purposes. nt for any loss of profit, loss of loss of business opportunity.

b ensure that the Student makes student to student depending on number and frequency of Tuition or completed by the Student, and s cannot be guaranteed, and We v particular result will be brought as a result of the Student taking ticular, carrying out homework requisite of making satisfactory

longings on to Our Premises, We vide any storage place for them. Student's own risk except where rate or negligent act by Us or a loss or damage to Your or the y other student, guest or visitor to dent leave or store them in any suggest or ask You to use. We bring any valuable belongings to

remises. We do not undertake to another's personal belongings or br secure. Loss of or damage to n risk except where such loss or t act by Us or a Tutor.

will exclude or limit Our liability for a Tutor'snegligence or fraud or

fined by the Consumer Rights Act ers for the purposes of any other this Agreement is intended to or e affect any of Our duties or r the Student's rights or remedies,

ation,

me.

legal rights, please refer to Your ndard Office.





10. Status and Authority of T

- 10.1 No Tutor is authoris
 [one of] Our directo
 do so.
- 10.2 If any Tutor in thei provide, or does p responsible or liabl any such agreemer
- 10.3 We will be respons out in Clause 9.
- 10.4 Your contract for a will be with Us and
- 10.5 Each of Our Tutors

 OR [a self-employee] who We

11. Changes to Terms and C

We may from time to tin without giving You notice, as soon as is reasonably p

12. How We use Your and th

For complete details of Ou data including, but not limi legal basis or bases for us exercise them, and perso Privacy Notice [available Schedule].

13. Regulations

We are required by the F made available to You as before We make a bookin the context of the transac Agreement for You to see Your request to make a Regulations, be part of the

14. Information

As required by the Regulat

- 14.1 all of the information
- 14.2 any other information and Our business booking or when many

will be part of the terms of

15. Complaints

We always welcome feed endeavours to ensure that customer is a positive on is Agreement on Our behalf. Only or who is also a Tutor] may validly

own behalf agrees or arranges to Student for You, We will not be mission of that Tutor in relation to

a Tutor's acts or omissions as set

e provided under this Agreement

ed individual or is Our employee]
not employed by Us] **OR** [Our
vith Tuition Sessions.

ment

nd conditions of this Agreement onable endeavours to inform You ge.

formation (Data Protection)

storage, and retention of personal which personal data is used, the d the Student's rights and how to applicable), please refer to Our ocation>>] **OR** [attached in the

at certain information is given or make My contract with You (i.e. prmation is already apparent from the information itself either in this available to You before We accept prmation will, as required by the th You as a Consumer.

; and

about any Tuition Sessions or Us count when deciding to make a about Tuition Sessions.

a Consumer.

st We always use all reasonable nce and Your experience as Our t to hear from You if You or the

10

Student have any cause about any Tuition Session matter with Us by speakin Company>> at Our Premi Email or Post>>.

16. No Waiver

No failure or delay by Us o that We or You have waive provision of this Agreemen of the same or any other p

17. Severance

If any provision of this Agr unenforceable in whole or and the remainder of the p

18. Law and Jurisdiction

- 18.1 The Agreement, an contractual or other with the law of [Eng
- 18.2 As a consumer, Yo your country of resi reduces Your rights
- 18.3 Any dispute, contro to the Agreement, contractual or other England, Wales, Soresidency.

Names of Tut

The name[s] of the tutor[s] behalf of the Company will

- <<Insert name[s]>> [being
- << Insert name[s]>>
- <<Insert name[s]>> etc

and/or any other person er

Mis

the Student have any complaint aint about Use, please raise the ominated person on behalf of the by <<Insert Method E.g. Phone,

ghts under this Agreement means er by Us or You of a breach of any will waive any subsequent breach

ompetent authority to be invalid or other provisions of this Agreement not be affected.

n You and Us (whether by, and construed in accordance Ireland] [Scotland].

andatory provisions of the law in clause 18.1 above takes away or n those provisions.

im between You and Us relating on You and Us (whether the jurisdiction of the courts of nd, as determined by Your

efinition of "Tutor")

e provide any Tuition Session on lowing:

mpany]

for that purpose.

e 5)

- 5.1 Attendance: If the Stude reason it is solely Your res Tuition Session and to boo
- 5.2 **Punctuality:** Students are 5 minutes before the sche are ready to start on time.
- 5.3 **Provision of items by the** obtaining or providing any

We will advise You [befor Session] on what if any experience books] [laptop/confor Tuition Sessions and must provide all such equilibrium.

If the Student does not ha is necessary, We will mak or otherwise acquire and [supplier from whom it can

Loan of text books or of to loan them books or of Session or to carry out hot reasonably able to do so Student without charge but We notify to You when Would us with the cost of buying a

5.4 Homework Assignment at t homework assignment at t prior to his/her next Tuition on his/her homework assig

> Preparation for each Tui Session prepared by comp him/her at the previous Tu result in satisfactory progre the Student carries out ho their assignment between provide help via email or te

> [Records: The Student sh [should] [can] be in the f make notes in it setting ou carrying out a homework a

5.5 Our commitment, amou provided on any day/in Student at the agreed tim how much tuition the Student, We will try to be he/she will need. Howeve agree in any event to arrathan <<number, e.g. 2 >

booked Tuition Session for any the Student makes up the missed ssion with Us.

eady for a Tuition Session at least uition Session to ensure that they

llows, We are not responsible for

ng with You] [at the first Tuition cluding [text books] [note books] Ds] [DVDs]) the Student will need We set/recommend. The Student hat purpose.

ok or other item that We consider tem that Student should purchase to be] available] OR [a preferred

e to time the Student may ask Us with the provision of a Tuition or an examination. Where We are such books or other items the aged or not returned by the date will be responsible to compensate

ill usually] give the Student a on, and he/she should complete it Student has a quiet place to work n.

lent should come to each Tuition ework assignment that We give to quate preparation is more likely to ot Our responsibility to ensure that it if the Student requires help with e usually contactable and able to

n a Tuition Session diary [and this bk>>]. The Student and We may or necessary to the Student when for an examination.]

and maximum tuition to be to arrange for a Tutor teach the ossible to determine at the outset der to get the balance right for the as to how many Tuition Sessions some schooling [and We will not ovide between them in total more sions on any day or more than

<<number, e.g. 4>> hours

We will recommend to Yo consider that he/she is rea

- 5.6 Parent/Guardian's involvement the Student's study of the the extent that that is practically provide them with a quie assignments, revision a suggesting a set time/s for weekly routine.
- 5.7 **Examination entries:** The these if You and We agree

[Data

<<inse

IN WITNESS WHEREOF this Ag before written

SIGNED for and on behalf of the

<<Full name of the director signing

SIGNED by

<< Name of Parent/Guardian of St

.....

y single week].

and when appropriate, when We ination.

aged to take an active interest in in their homework assignments to /her. You should where necessary study and carry out homework ation without interruption, and assignments to fit in with his/her

ered [by Us] [or] [You] for any of rees.

e 11)

ice>>]

executed the day and year first

ny>>

β>>