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AGREEMENT DATED
<<NAME>>
TUTOR/TEACHER

TO BE PROVIDED BY
INCLUDING A
TEACHER/MENTOR>>

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THIS AGREEMENT is dated and signed on the _____ day of <<,,,,,,>>

BETWEEN:

- (1) <<Name of Tutoring Company Registration>> under number <<Registration Number>> whose registered office and place of business is <<Address>> (referred to below as the "Company") which is to provide the following services to You; and [instructor] [coach] [mentor] to
- (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 any person or any other person/organisation;

"Consumer" means a natural person who receives or uses services from the Company for the personal use and for purposes outside the purposes of any business, trade, craft, or profession;

"Fee" means the standard charge for each Session plus any necessary travelling time to Your premises at the date of this Agreement is <<insert amount>> including any VAT chargeable;

"Our Premises" means the premises where We provide any Session or premises at [Our above address] <<insert address>>] but in Clause 2.17 it means "Our Premises" as defined in the Regulations;

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

"Session" means an individual tuition, instruction, training, or mentoring session of <<insert number of minutes>> minutes (or any other period that may be agreed on any occasion as the length of one or more sessions) that We provide to You in person or via a video conference;

"Subject/s" means the subject/s to be studied>> details of which are set out in the Schedule;

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“Tutor”

] [teacher] [instructor] [coach]
g any person/s whose name/s
the Schedule, engaged by the
e to time to provide any Session/s
;

“Us/We/Our”

ny

“Your Premises”

ve address in the case of any
have agreed to provide to you at

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- 1.2 Unless the context
- 1.2.1 “this Agreement
- 1.2.2 a “Clause of this Agreement
- 1.2.3 the Schedule of this Agreement

reference in this Agreement to:
s Agreement;
nce to a Clause or sub-Clause of
his Agreement and it will form part

- 1.3 The headings used affect the interpretation
- 1.4 Any reference to “We” permits or requires pursuant to this Agreement
- 1.5 Words signifying the and
- 1.6 References to any gender

or convenience only and shall not
e “Company” is, where the context
cting on behalf of the Company
include the plural and vice versa;
other gender.

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2. Booking, Timing and Cancellation

and Consumer Rights

- 2.1 Any time/date slot of any date/time the particular time/date
- 2.2 If You ask to book a slot/s, Your request Whether We accept confirmation of You only become a firm accordance with su
- 2.3 If and when We accept to book a particular there will from the time between You and Us
- 2.4 If We specifically accept be booked that You beginning of the Session booking for it, then accept Your offer to
- 2.5 Unless We agree on series of Sessions. 4-12 but it might be basis>> at a regular

to availability. We will advise You will not reserve or guarantee that becomes a firm booking as follows.
sessions for any particular date/time to book that particular date/time. g will be in Our discretion. Our be Our acceptance of it but it will it becomes a binding contract in
message] [email] [letter]) Your offer sessions and You pay for it/them, (any sooner) be a binding contract ned, except as follows.
one or more particular Sessions to such particular Session at the g for it at the time We accept a tract for it from the time that We
each Session as part of a regular <insert number, typically between the first Session/s is/are on a trial n. We will advise You of available

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time/date slots before the Session. [A discount is available if You pre-pay for at least <<insert period e.g. 4>> Sessions – for details See Clause 3].

2.6 During the period of the Sessions as set out in Clause 2.5, You may book an additional series of Sessions during the first series without an intervention by Us. You may book one or more additional series in the same way.

2.7 Where You have not booked any services from Us in relation to the Subject, We may offer You a single Session as a trial so that You can decide whether to book further Sessions with Us in that Subject;

2.8 Where You pay for a Session in advance, but You do not at the same time book a time/date for the Session, You must subsequently book a time/date for the Session within <<insert period e.g. 4,6,8, or 10>> weeks of the end of the previous series. If You pay for any Session but do not book a time/date for the Session within that <<insert period as set out above in this sub-Clause 2.8>> week period You cannot then take that Session and You will not refund any payment You have made for it. We will endeavour to agree a time/date for it which falls within that <<insert period as set out above in this sub-Clause 2.8>> week period.

2.9 When You book a Session in advance for them, We will be entitled to keep some of the Sessions as set out in sub-Clauses 2.11 or 2.12 below if You fail to book a time/date for the Session/s without giving Us such prior notice as is required in the following paragraph

2.10 If You arrive at Our Premises for a Session later than its scheduled start time, or if, when We are ready to start the Session at Your Premises, You are not ready to start the Session, You may extend the length of it beyond its scheduled finishing time, but You must first agree to do so at the time when We or You are ready to start the Session.

2.11 We may treat a Session as cancelled by You without giving notice to Us if You are not ready to start the Session more than [5] minutes after the scheduled start time, or You do not book a time/date for the Session at any time such that You will be ready to start the Session at that time and date slot. We may treat a Session as cancelled in any such case, and You will be obliged to give Your time/date slot for it to any other time/date slot that time and date slot. We may treat a cancelled Session, and sub-Clause 2.12 below will then apply to that Session.

2.12 EITHER

[You may for any Session (whether or not it is part of a series) without charge, or We will refund to You the fee for that Session when You cancel it in advance for that Session or, if You do not book a time/date for that Session on a date <<insert period e.g. 2 weeks>> week period after the date of the cancelled Session, in Our reasonable discretion We decide to treat that Session as cancelled and instead keep the Fee for that Session.]

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em. [A discount is available if You pre-pay for at least <<insert period e.g. 4>> Sessions – for details See Clause 3].

You may book an additional series of Sessions during the first series without an intervention by Us. You may book one or more additional series in the same way.

any services from Us in relation to the Subject, We may offer You a single Session as a trial so that You can decide whether to book further Sessions with Us in that Subject;

in advance, but You do not at the same time book a time/date for the Session, You must subsequently book a time/date for the Session within <<insert period e.g. 4,6,8, or 10>> weeks of the end of the previous series. If You pay for any Session but do not book a time/date for the Session within that <<insert period as set out above in this sub-Clause 2.8>> week period You cannot then take that Session and You will not refund any payment You have made for it. We will endeavour to agree a time/date for it which falls within that <<insert period as set out above in this sub-Clause 2.8>> week period.

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Session later than its scheduled start time, or if, when We are ready to start the Session at Your Premises, You are not ready to start the Session, You may extend the length of it beyond its scheduled finishing time, but You must first agree to do so at the time when We or You are ready to start the Session.

Session as cancelled by You without giving notice to Us if You are not ready to start the Session more than [5] minutes after the scheduled start time, or You do not book a time/date for the Session at any time such that You will be ready to start the Session at that time and date slot. We may treat a cancelled Session, and sub-Clause 2.12 below will then apply to that Session.

on (whether or not it is part of a series) without charge, or We will refund to You the fee for that Session when You cancel it in advance for that Session or, if You do not book a time/date for that Session on a date <<insert period e.g. 2 weeks>> week period after the date of the cancelled Session, in Our reasonable discretion We decide to treat that Session as cancelled and instead keep the Fee for that Session.]

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If You do not give notice in accordance with Clause 2.12>> prior to the start of the Session there is no such refund. We are not entitled to charge You for any net financial loss that We incur as a result of the cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Session and We shall refund any balance to You.

the period as in second line of this Clause 2.12>> or if You do give such notice but do not give Us the amount of the Fee You are entitled to charge You for any net financial loss that We incur as a result of the cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Session and We shall refund any balance to You.]

OR

[Once a Session is booked for a date >> weeks after the date booked for the Session, then You can cancel a Session for any reason, then We shall refund to You the amount of the Fee You give Us of the cancellation,] [irrespective of how long after the date booked for the Session You give Us of the cancellation,] OR [if You do not give notice in accordance with Clause 2.12>> weeks prior to the start of the Session, then We are not entitled to charge You for any net financial loss that We incur as a result of the cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Session and We shall refund any balance to You.]

cancel it without charge [unless the amount of the Fee You give Us of the cancellation,] >> weeks after the date booked for the Session, then You can cancel a Session for any reason, then We shall refund to You the amount of the Fee You give Us of the cancellation,] [irrespective of how long after the date booked for the Session You give Us of the cancellation,] OR [if You do not give notice in accordance with Clause 2.12>> weeks prior to the start of the Session, then We are not entitled to charge You for any net financial loss that We incur as a result of the cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Session and We shall refund any balance to You.]

Calculation of net financial loss for a Session incurred by Us shall be the amount of the Fee saved by Us, and less the amount of the Fee paid in advance for the Session.

account of any time for preparation for a Session incurred by Us, and less the amount of the Fee saved by Us, and less the amount of the Fee paid in advance for the Session.

2.13 If due to exceptional circumstances, including but not limited to, illness, accidents and bereavement, You are unable to attend a Session, then You may miss or cancel a Session [without giving Us at least <<insert number>> weeks prior to the start of the Session] or the same period as in Clause 2.12>> prior to the start of the Session, then We are entitled to make a charge for late cancellation that We shall refund to You. We agree to waive such a charge on one or more occasions if the circumstances are exceptional and We are obliged to do so on any other occasion even if the circumstances are not exceptional.

including, but not limited to, illness, accidents and bereavement, You are unable to attend a Session [without giving Us at least <<insert number>> weeks prior to the start of the Session] or the same period as in Clause 2.12>> prior to the start of the Session, then We are entitled to make a charge for late cancellation that We shall refund to You. We agree to waive such a charge on one or more occasions if the circumstances are exceptional and We are obliged to do so on any other occasion even if the circumstances are not exceptional.

2.14 We may cancel a Session if any of the following circumstances occur:

time before its time/date slot in the Session.

2.14.1 There is no room available for You (and any other participants) at the location of the Session.

able to Us to provide that Session at the location of the Session (and at the location of the Session) on the date of the Session.

2.14.2 An event of force majeure occurs more than <<insert number>> weeks prior to the start of the Session.

8 below occurs and continues for more than <<insert number>> weeks prior to the start of the Session.

2.14.3 We find that the location of the Session is not suitable for the Session (as defined in Clause 1.1); or

consumer" (as defined in Clause 1.1); or

2.14.4 We find that the location of the Session is not suitable for the Session (as defined in Clause 1.1); or

over.

If We cancel a Session, then We shall refund to You the amount of the Fee You paid in advance for that Session or, if when We cancel You ask to rebook that Session and in Our discretion we agree to rebook that Session, We will instead keep the amount of the Fee as payment for that Session.

es either We will refund to You in full the amount of the Fee You paid in advance for that Session or, if when We cancel You ask to rebook that Session and in Our discretion we agree to rebook that Session, We will instead keep the amount of the Fee as payment for that Session.

2.15 We will use all reasonable endeavours to start each Session at its scheduled start time, but the start time may be delayed by other circumstances, including but not limited to, e.g. 15 minutes>>, or after You arrive for a Session. We will notify You that the Session will start at least that time, You may cancel the Session and We shall refund to You the full the Fee paid for that Session unless We agree to rebook that Session for another

start each Session at its scheduled start time, but the start time may be delayed by other circumstances, including but not limited to, e.g. 15 minutes>>, or after You arrive for a Session. We will notify You that the Session will start at least that time, You may cancel the Session and We shall refund to You the full the Fee paid for that Session unless We agree to rebook that Session for another

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time/date in which
rebooked Session.

keep the Fee as payment for the

2.16 We may immediately
reasonable opinion
Agreement. You will not be
completed in such a way that
have yet to be taken into
terminating the Sessions
case We will refund the
Sessions in the series.

tion if Your conduct is in Our
amounts to Your breach of this
refund for a Session started but not
other Sessions booked and paid for
any or all of them at the time of
after that termination, and in that
the remaining number of booked

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2.17 Where the contract
Regulations give You a right
be in addition to the
2. You may for any reason
after We accept a booking
date which is before the date
requested Us to provide the
so, You may not cancel a
accordance with the Contract
covered by that booking, You
must confirm this in writing
this Sub-Clause 2.17. If You
the booking, We will refund to
Your cancellation fee, where
provided that is covered by

not made on Our Premises, the
this sub-Clause 2.17, and they will
the above provisions of this Clause
Session during the 14 day period
booking includes any Session on a
period, and if You have expressly
in that 14 day period and We do
Session and You must pay for it in
only cancel any other Session(s)
that a booking be cancelled, You
You. If You cancel as allowed by
any payment(s) to Us for the
to You within 14 days of receiving
for the Session(s) that We have

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3. Fees and Payment

3.1 You must pay the Fee for
You.
3.2 [If at any one time You
advance (whether in one or
standard Fee by <<insert
the Fee for each session
of the standard Fee
3.3 The amount of standard
try to give You as reasonable
any event not less than
bookings made after the
Sessions previously booked
3.4 You may pay Us for the
3.4.1 <<Insert method>>
3.4.2 <<Insert method>>
3.4.3 <<Insert method>>
3.4.4 <<Insert method>>
3.4.5 <<Insert Address>>
3.5 All prices of Sessions
time are inclusive of
We

t We fully and correctly provide to
number, e.g. 4>> or more Sessions in
nger series), We will discount the
% for each of those Sessions, i.e.
<<insert amount which is e.g. 90%
change 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
the following methods:
ard>>;
k Transfer>>
ment or notified to You from time to
on amounts payable for Sessions.

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4. Your Eligibility to Require

4.1 We will only make

ns under this Agreement
u where You are aged 18 or over

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and You are a “Consumer” (as defined in Clause 1 above), and Your signature of this Agreement shall constitute Your confirmation that You are aged 18 or over and are acting as a “Consumer” in connection with any request(s) by You for the provision of the Services.

in Clause 1 above), and Your signature of this Agreement shall constitute Your confirmation that You are aged 18 or over and are acting as a “Consumer” in connection with any request(s) by You for the provision of the Services.

4.2 If at any time We determine that You are not a “Consumer”, We may terminate this Agreement by giving You a cancellation notice. If You have paid for any Sessions, We will not then be entitled to require You to provide any further Sessions. If You have paid for any Sessions, We will refund You the Fees for those Sessions.

aged 18 or over or are not a “Consumer”, We may terminate this Agreement forthwith by giving You a cancellation notice. If You have paid for any Sessions, We will not then be entitled to require You to provide any further Sessions. If You have paid for any Sessions, We will refund You the Fees for those Sessions.

5. EITHER [Our Commitment to You]

We agree to provide a Tutor with You at the agreed times and days. It is not possible to determine how many Sessions You will require [but, in order to get the best value for You, We will try to be as flexible as possible as to how many Sessions We will provide more than <<number, e.g. 4>> hours per week]].

with You at the agreed times and days. It is not possible to determine how many Sessions You will require [but, in order to get the best value for You, We will try to be as flexible as possible as to how many Sessions We will provide more than <<number, e.g. 4>> hours per week]].

OR [Miscellaneous Commitments]

The following, amongst other things, shall apply to Us:

The following, amongst other things, shall apply to Us:

- 5.1 [Our commitment, to provide Sessions, on any day/in any week]
- 5.2 [Attendance;]
- 5.3 [Punctuality;]
- 5.4 [Provision of items]
- 5.5 [Tasks for You to complete]
- 5.6 [Records].]

- in the Schedule: [duration, frequency, and maximum Session time on any day]
- [Attendance;]
- [Punctuality;]
- [Provision of items]
- [Tasks for You to complete]
- [Records].]

6. Health and Safety and Protection of Your Data

6.1 We will not be responsible for the safety of any minor at Our or Your Premises.

We will not be responsible for the safety of any minor at Our or Your Premises.

6.2 In the interests of You, We will not provide any Session of any material nature if You do not inform Us before You attend any Session of any material nature affecting You which might be or become relevant in connection with the Session.

In the interests of You, We will not provide any Session of any material nature if You do not inform Us before You attend any Session of any material nature affecting You which might be or become relevant in connection with the Session.

6.3 If You do not tell Us before You attend any Session of any material nature affecting You which might be or become relevant in connection with the Session that We then determine that You are not fit to attend that or the remainder of the Session, We may make a cancellation notice and We may make a charge for the cancelled Session (or part of it) and We may make a charge for the cancelled Session (or part of it) and We may make a charge for the cancelled Session (or part of it).

If You do not tell Us before You attend any Session of any material nature affecting You which might be or become relevant in connection with the Session that We then determine that You are not fit to attend that or the remainder of the Session, We may make a cancellation notice and We may make a charge for the cancelled Session (or part of it) and We may make a charge for the cancelled Session (or part of it) and We may make a charge for the cancelled Session (or part of it).

6.4 We will [on request] provide You with information about the safety of our Premises and the safety of our Tutors.

We will [on request] provide You with information about the safety of our Premises and the safety of our Tutors.

6.4.1 At least [to the extent reasonably practicable] we will provide You with information as to our Tutors’ [knowledge of] [and] [experience] [of] [in] the [Subject; and] [any other relevant information].

At least [to the extent reasonably practicable] we will provide You with information as to our Tutors’ [knowledge of] [and] [experience] [of] [in] the [Subject; and] [any other relevant information].

6.4.2 Evidence of the [academic] [and] [professional] [and] [other relevant] [qualifications] [of] [our] [Tutors] [that] [we] [will] [provide] [to] [You] [on] [request].

Evidence of the [academic] [and] [professional] [and] [other relevant] [qualifications] [of] [our] [Tutors] [that] [we] [will] [provide] [to] [You] [on] [request].

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details>>],
body/ies/in

ber of the following [professional]
>>].

7. Rules

- 7.1 We do not permit You
 - 7.1.1 Smoke any
 - 7.1.2 Be accomp
 - 7.1.3 Bring any dog. If You that before
- 7.2 You must not have may be used in or a to record a Session
- 7.3 You must not make in or in connection any specific book o
- 7.4 If You do not com Session without liab

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by any child; or
ses with the exception of a guide
ide dog, You should inform Us of
t;
n a Session except as We agree
recording device used specifically
s or other materials that are used
We agree in writing to copying of
eof) produced by Us.
requirements, We may cancel the
er amount.

8. Events Beyond Our Reasonable Control

- 8.1 We will not be liable under this Agreement control, including ill of available facilities taken by a governr dissimilar event or c
- 8.2 If any event describ affect Our performa inform You as so suspended and an accordingly. We wil any new dates, tir without liability to U that event, and We cancelled Session(s

ay 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
nd 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
event is over and provide details of
essions as necessary. You may,
s) which do not take place due to
s that You have paid to Us for the

9. Limitation of Liability

- 9.1 We will be respon suffer as a result of Our or a Tutor's ne consequence of Ou by You and Us w responsible for any
- 9.2 We provide all Ses will not be liable to business or for any
- 9.3 Whilst We will use progress, results w number and freque complete any tasks

the loss or damage that You may
of this Agreement or as a result of
e is foreseeable if it is an obvious
negligence or if it is contemplated
You is created. We will not be
ot foreseeable.
onal and private use/purposes. We
it, loss of business, interruption to
nity.
ensure that You make satisfactory
ctors, including, without limitation,
r or not You adequately attempt or
arry out before or after a Session,

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Your aptitude, attitude, and existing knowledge and skills. Satisfactory performance is not guaranteed, and We make no warranty that your performance will be brought about as a result of You taking part in a Session.

ce, and existing knowledge and skills. Satisfactory performance is not guaranteed, and We make no warranty that your performance will be brought about as a result of

9.4 If You bring any valuable belongings to Our Premises, We do not undertake to keep them safe. Their loss or damage will be at Your own risk where such loss or damage is due to any deliberate or negligent act by You or a Tutor. We will not be responsible for any loss or damage to Your belongings caused by any other person when where You leave or store them in any place at Our Premises. We therefore advise You not to bring any valuable belongings to Our Premises.

h to Our Premises, We do not undertake to keep them safe. Their loss or damage will be at Your own risk where such loss or damage is due to any deliberate or negligent act by You or a Tutor. We will not be responsible for any loss or damage to Your belongings caused by any other person when where You leave or store them in any place at Our Premises. We therefore advise You not to bring any valuable belongings to Our Premises.

9.5 If a Session takes place at Our Premises, or Your Session takes place at Your Premises safe from risk except where such loss or damage is due to any deliberate or negligent act by Us or a Tutor.

We do not undertake to keep Your belongings or household effects at Our Premises safe from risk except where such loss or damage to them will be at Your own risk due to any deliberate or negligent act by Us or a Tutor.

9.6 Nothing in this Agreement will exclude or limit Our liability for death or personal injury caused by a Tutor's negligence or fraud or fraudulent misrepresentation.

will exclude or limit Our liability for death or personal injury caused by a Tutor's negligence or fraud or fraudulent misrepresentation.

9.7 Furthermore, if You are protected by the Consumer Rights Act 2015, or You are protected by any other consumer protection legislation, this Agreement does not limit, prejudice, or deprive You of any rights or remedies available to You under that legislation.

defined by the Consumer Rights Act 2015, or You are protected by any other consumer protection legislation, this Agreement does not limit, prejudice, or deprive You of any rights or remedies available to You under that legislation.

9.7.1 the Consumer Rights Act 2015

9.7.2 the Regulations

9.7.3 the Consumer Protection Act 1986

9.7.4 any other consumer protection legislation

as that legislation is amended from time to time.

For more details of the Consumer Rights Act 2015, the Regulations, the Consumer Protection Act 1986, or any other consumer protection legislation, please refer to Your local Citizens' Advice Bureau or Trading Standards.

or any other consumer protection legislation, this Agreement does not limit, prejudice, or deprive You of any rights or remedies available to You under that legislation. For more details of the Consumer Rights Act 2015, the Regulations, the Consumer Protection Act 1986, or any other consumer protection legislation, please refer to Your local Citizens' Advice Bureau or Trading Standards.

10. Status and Authority of Tutors

10.1 No Tutor is authorised to bind Us to this Agreement [one of] Our directors or officers may do so.

is Agreement on Our behalf. Only one of our directors or officers (or who is also a Tutor) may validly bind Us to this Agreement.

10.2 If any Tutor in their own name or on behalf of Us provides, or does provide, instruction, training, coaching, or mentoring to You, We shall be responsible for any loss or damage to You or Your property caused by the omission of that Tutor or by the instruction, training, coaching, or mentoring.

own behalf agrees or arranges to provide, or does provide, instruction, training, coaching, or mentoring to You, We shall be responsible or liable to You for any act or omission of that Tutor or by the instruction, training, coaching, or mentoring.

10.3 We will be responsible for any loss or damage to You or Your property caused by a Tutor's acts or omissions as set out in Clause 9.

a Tutor's acts or omissions as set out in Clause 9.

10.4 Your contract for a Session is with Us and not with any Tutor.

ded under this Agreement will be with Us and not with any Tutor.

10.5 Each of Our Tutors is either a self-employed individual or is Our employee OR [a self-employed individual or is Our employee]

ed individual or is Our employee] OR [a self-employed individual or is Our employee]

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- employee] who We
11. **Changes to Terms and**
- We may from time to time change the terms and conditions of this Agreement without giving You notice, but We will make reasonable endeavours to inform You as soon as is reasonable in the circumstances of any change.
12. **How We Use Your Personal Data (Data Protection)**
- For complete details of how We collect, process, store, transfer, use, disclose, delete or otherwise handle personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for the use of that data, Your rights and how to exercise them, and personal data protection policies (if applicable), please refer to Our Privacy Policy [attached in the Schedule].
13. **Regulations**
- We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We make a booking or reservation). Where the information is already apparent from the context of the transaction or the information itself either in this Agreement for You to see or is otherwise made available to You before We accept Your request to make a booking or reservation, that information will, as required by the Regulations, be part of the contract with You as a Consumer.
14. **Information**
- As required by the Regulations, We will provide the following information to You:
- 14.1 all of the information that We are required to provide to You by the Regulations; and
- 14.2 any other information that We are required to provide to You about any Sessions or Us and Our business which is relevant to You when deciding to make a booking or reservation, including any information that We are required to provide to You as a Consumer.
15. **Complaints**
- We always welcome feedback and will make reasonable endeavours to ensure that Your experience as Our client is a positive one. We nevertheless do not accept liability for any complaint. If You have a complaint about Us, please raise it with Us as soon as possible. You may do this by speaking to <<Insert Name of nominated person on behalf of Us>> at Our Premises or by contacting Us by <<Insert Method of Contact>>.
16. **No Waiver**
- No failure or delay by Us in exercising any rights under this Agreement or no waiver by Us or You of a breach of any provision of this Agreement shall constitute a subsequent breach of the Agreement.
17. **Severance**
- If any provision of this Agreement is held to be invalid or unenforceable in whole or in part by a competent authority to be invalid or unenforceable, the remainder of the other provisions of this Agreement shall not be affected.

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18 Law and Jurisdiction

18.1 The Agreement, whether contractual or otherwise, shall be governed by and construed in accordance with the law of [England and Wales] [Ireland] [Scotland].

18.2 As a consumer, You acknowledge that the mandatory provisions of the law in your country of residence may take away or reduce Your rights under those provisions.

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

between You and Us (whether contractual or otherwise), shall be governed by, and construed in accordance with the law of [England and Wales] [Ireland] [Scotland].

As a consumer, You acknowledge that the mandatory provisions of the law in your country of residence may take away or reduce Your rights under those provisions.

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

Names of Tutor(s)

The name[s] of the [tutor] [tutors] who will from time to time provide any Session of [description] will be one or more of the following:

<<Insert name[s]>> [being [description]]

<<Insert name[s]>>

<<Insert name[s]>> etc

and/or any other person employed by Us for that purpose.

Definition of “Tutor”)

[description] [mentor] who will from time to time provide any Session of [description] will be one or more of the following:

[description] [company]

and/or any other person employed by Us for that purpose.

Subject

The Subject comprises the [study of] [training in] [description] [knowledge] [experience] [skills] [description]

Note: the subject may be of any kind, including but not limited to, commercial, professional, technical, academic, or creative knowledge, skill, expertise, qualification etc.

The [area[s]] [range] [syllabus] [description] to be covered will be as follows: <<Insert details of the scope of the subject>>

By way of clarification, We confirm that the following [areas] [topics] will not be covered in the scope of Sessions>>

(Definitions)

[training in] OR [acquisition of] [description] [description]

academic, professional, technical, or creative knowledge, skill, expertise, qualification etc.

The [area[s]] [range] [syllabus] [description] to be covered will be as follows: <<Insert details of the scope of the subject>>

By way of clarification, We confirm that the following [areas] [topics] will not be covered in the scope of Sessions>>

[Miscellaneous]

5.1 [Our commitment, total Session time and maximum Session time on any day/in any week:

We agree to conduct Sessions on [description] as often as possible to determine at the earliest opportunity to get the balance right for You. We will need to know how many Sessions You will need in any event to provide more than <<number, e.g. 2 >> hours of Sessions in a [description] <<number, e.g. 4>> hours of Sessions in a [description]

(e 5)

and maximum Session time on any day/in any week:

We agree to conduct Sessions on [description] as often as possible to determine at the earliest opportunity to get the balance right for You. We will need to know how many Sessions You will require [but, in order to get the balance right for You, we will need to know how flexible as possible as to how many Sessions You will need in any event to provide more than <<number, e.g. 2 >> hours of Sessions in a [description] <<number, e.g. 4>> hours of Sessions in a [description]

S

5.2 **[Attendance:** If You are not Our responsibility to Session with Us.]

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

5.3 **[Punctuality:** We expect before the scheduled start on time.]

for a Session at least 5 minutes ensure that You are ready to start

5.4 **[Provision of items by You**

We are not responsible for items that You need for provide for You to use <<insert details>>.]

any equipment, materials or other by Session/s [except that We will] [Sessions the following items:

[We will advise You [at Our] You will need to obtain in addition to the above items

] [at the first Session] as to what connection with any Session/s [in

[We may make suggestions likely to be] available.]

any items that You need are [or

5.5 **[Tasks for You to carry out** tasks to carry out after a Session. You should complete tasks that We give to You progress in [relation to] the between Sessions, We are telephone.]

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

5.6 **[Records:** You should provide in the form of <<e.g. a note any information useful or not

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

[Data <<insert details>>]

Annex 12) <<insert details>>]

IN WITNESS WHEREOF this Agreement before written

executed the day and year first

SIGNED for and on behalf of the Company <<Full name of the director signing

Company>>

Signature

.....

A

M

P

L

E

SIGNED by

<<Name of Client>>

.....

S

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E