

TAVISTOCK TUTORS TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **'Tavistock'**, **'we'** and **'the company'** refer to Tavistock Tutors Ltd.
- 1.2. **'The user'** refers to any user of the company's services, below outlined.
- 1.3. **'The Tutor'** refers to the provider of teaching, mentorship or consultation in any arrangement administered through the company.
- 1.4. **'The Student'** refers to the recipient of tuition, and/or to the person or organisation responsible for payment of the Tutor's invoices.
- 1.5. **'The Project'** refers to the tuition arrangement between Tutor and Student, administered through the company.
- 1.6. **'Session'** refers to a single continuous instance of tuition, of any duration, whether conducted in person or by electronic means.
- 1.7. **'The Platform'** refers to the online, electronic platform provided by the company for its users, which may be maintained by a third party.

2. GOVERNING LAW

- 2.1. This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law, and subject to the the exclusive jurisdiction of the courts of England and Wales.

3. INTRODUCTION

- 3.1. The company provides an introductory and administrative service, facilitating private tuition arrangements, providing its services both to the Tutor and the Student.
 - 3.1.1. These services principally consist of (but are not limited to): advertisement of tutor services and student requirements; introductory services and administrative support.

- 3.1.2. The company operates as an Employment Agency for the purposes of the Employment Agencies Act 1973.
- 3.2. The company does not employ or otherwise contract tutors for the provision of educational services. In engaging the services of the Tutor, the Student enters into a private agreement with a self-employed individual (**'the Project'**).
- 3.3. The company does not purport to enter into contracts on behalf of the Tutor, nor to hold itself out as their agent. The Tutor and Student remain at all times responsible for the contractual relationship between them.
- 3.4. The company is under no obligation to introduce any Tutors to the Student, likewise as self-employed individuals the Tutor is not obliged to accept any Projects which may be offered. The tutor is not obliged to make their services available at any time.
- 3.5. We reserve the right to amend these Terms as may be required, from time to time. Reasonable efforts will be made to inform both Students and Tutors of any such changes, after which time any continued use of our services will be considered to constitute acceptance of these changes.

4. ACCEPTANCE OF THESE TERMS

- 4.1. Upon using the Services, the user will be considered to have accepted these Terms.
- 4.2. In accepting these Terms, it is understood that the company can make no guarantee as to the outcome of a Project, in respect of grades or certification from any educational institution. The quality of the Student's academic work remains their responsibility, and the role of the Tutor will never be more than advisory.
- 4.3. Acceptance of these Terms will also be understood to signify acceptance of the company's Privacy Policy.

5. ELIGIBILITY

- 5.1. All users must be at least 18 years of age. Students under the age of 18 must at all times use the company's services only in conjunction with and under the supervision of a teacher, parent or legal guardian, or appropriate person aged 18 or over. This person will be understood to be the user, and is responsible for any and all use of our services.

- 5.2. Students younger than 18 may access the Platform, provided that any billed services are guaranteed by a person of 18 years or older, and that the bill-paying account is held in their name.

6. UNETHICAL PRACTICE

- 6.1. The company does not condone any practice which could be construed as plagiarism, academic misconduct, or a violation of intellectual property rights, and reserves the right to withdraw its services from any user considered to have engaged, or sought to engage, in such activities.
- 6.2. In line with industry and quality standards, the company reserves the right immediately to withdraw their services from any tutor or student found to have engaged in such practices, or caused them to have been engaged in, or to have requested that this be done.
- 6.3. No party found to have acted in this way will have any protection under these terms, nor will they be eligible for any refund of payment already made.
- 6.4. Further, the company will not allow charges for work which it considers to be in breach of this rule to be raised through its integrated billing platform.

7. DISCRIMINATION

- 7.1. The company reserves the right to select its clients, both tutors and students, and to withdraw its services from any user where this is judged to be appropriate.
- 7.2. We do not consider age, gender, religious belief or any other protected characteristic when selecting our clients.
- 7.3. No user or prospective user will be subject to any detriment on the grounds of any protected characteristic, at any time.
- 7.4. If any user of our services considers that they have been subject to an unfair detriment as the result of a protected characteristic they should contact accounts@tavistocktutors.com.
- 7.5. Tutors are chosen on the basis of their ability, as demonstrated at interview, their experience, and the likelihood of demand for their services, based on the company's experience and predictions.

8. CHARGES FOR TUITION

- 8.1. Charges for tuition raised through the company's online platform will be calculated automatically according to the duration of the sessions recorded by the Tutor, and the hourly rate agreed for the Project.
- 8.2. All charges for tuition are at the discretion of the Tutor, and any queries arising from these should be directed to the Tutor in the first instance.
- 8.3. It may be necessary for the Tutor to raise charges for time spent outside sessions, for example in reading and providing feedback on written work. It is expected that any such work will be discussed in detail and clearly agreed upon before being undertaken.
 - 8.3.1. Any such time may then be recorded via our platform in the same way as a full session.
- 8.4. Our tutors usually expect any project to last for a minimum of five hours, and they usually expect students to commit to this minimum duration before any introduction is effected.
 - 8.4.1. In the event that the fifth hour is not reached within six months of introduction to the Tutor, the Tutor may at their discretion raise a charge for the unused time.
 - 8.4.2. It will be for the tutor to record this charge on the Platform, and payment will be processed in the usual way.
- 8.5. These are the standard policies generally applied by tutors represented by Tavistock, but individual tutors may operate different policies in relation to billing, of which they will make their clients aware.

9. CHARGES FOR THE COMPANY'S SERVICES

- 9.1. Fees are payable for the company's services, in the form of an initial, one-off 'Placement Fee' and platform fees paid on all subsequent tuition.
- 9.2. The total cost of tuition, inclusive of the company's fees, will be made clear to the Student before the Project begins.
- 9.3. Any fees payable to the company will be included in any notification of charges to the student.

9.3.1. These charges will also be clearly set out in the Student's bills, available to view at any time via their account on the Platform.

9.4. Any queries relating to these charges should be directed to accounts@tavistocktutors.com.

10. BILLING AND PAYMENT

10.1. For charges raised through the Platform, invoices will be raised automatically once the charges have been recorded, and notification of charges will be sent to the Student via email.

10.2. The usual payment method is via debit or credit card, via the Platform.

10.3. Electronic payments are administered through a third party payment provider, [Stripe](#). The Student will be required to permit the storage of the details of a debit or credit card on this system, to allow payment to be taken automatically for each invoice.

10.4. Payment will be attempted automatically three days after the date of invoice.

10.5. Acceptance of these Terms includes acceptance of automatic payments, on the basis outlined above.

10.6. The Tutor will be made aware, via the Platform, of any invoices which remain outstanding. It will be for them to decide how to proceed in the event of extended non-payment.

11. REFUNDS

11.1. Any withdrawal of or amendment to charges for tuition are at the discretion of the Tutor, and requests for refunds should be directed to them, except in the case of unethical practice.

11.2. Where a charge for tuition is amended or withdrawn by the Tutor, the associated fees for the company's services will be withdrawn or amended accordingly.

11.3. Any payment already made will be returned to the bank card from which payment was originally made.

11.3.1. It is not possible to return payments to alternative bank cards.

12. CANCELLATION AND ABSENCE

12.1. These are the standard cancellation terms applied by the tutors we work with. It should be assumed that all tuition organised through the company is subject to these

terms, unless an alternative policy is explicitly set by the Tutor, before sessions begin. Any cancellation charges are, ultimately, at the Tutor's discretion, and the Tutor is at liberty to set their own terms in this respect, in agreement with the Student.

- 12.2. A minimum of 24 hours' notice is required for cancellation or rescheduling of any session, by either party.
- 12.3. Where less than the required minimum notice is given by the Student, they should expect to pay for half (50%) of the cost of the planned session, plus any agreed expenses already incurred in respect of the session. Ultimately any cancellation charges are at the Tutor's discretion, and the Tutor is at liberty to set their own terms in this respect, in agreement with the Student.
- 12.4. Where a charge is incurred for late cancellation, the Tutor should make the Student aware of this.
- 12.5. Where the Student fails to attend a session (if properly arranged and agreed upon beforehand) without at least two hours' notice, they will be liable for the full value of the planned session.

13. LIABILITY/DAMAGES

- 13.1. The company accepts no liability for the outcome of any project arranged through our services, or any academic judgement made upon the Student's work by any educational institution or professional body with which they may be affiliated. Responsibility for the success or failure of their efforts rests ultimately with the Student.
 - 13.1.1. Acceptance of these Terms includes an agreement to indemnify the company, without limit, in respect of any claims arising out of, or relating to, tuition services arranged through our company.
 - 13.1.2. Any offer made by the company in the event of dissatisfaction on the part of the student is at the discretion of the company, and does not constitute acceptance of responsibility for the outcome of the Project.

14. TERMINATION OF TUITION

- 14.1. The Project may be terminated with immediate effect at the request of either party.

- 14.1.1. The provisions of these Terms in respect of cancellation and absence will still apply, and it is expected that either party will give notice of termination well in advance of any scheduled session.

15. DATA PROTECTION

- 15.1. The company is a registered Data Controller with the Information Commissioner's Office. We process the personal data of users solely for the purposes of communication, effecting introductions between users, and billing. For further information, please see our [Privacy Policy](#).

16. NON-SOLICITATION

- 16.1. The User shall not seek to enter into arrangements with any other user to whom they have been introduced by the company, without utilising the services of the company.
- 16.2. In order to further protect the company's legitimate business interests, the User covenants with the company that they shall not for a period of six months after the termination of this agreement solicit, canvass the business of or approach or send or cause to be sent any marketing material or advertisement to any user to whom they were introduced by the company.
- 16.3. Any arrangement made directly between Tutor and Student, without use of the Company's services and without the knowledge and express permission of the company will not be protected under these terms, and the company will not undertake to assist in the administration of any part of such an arrangement, or to enforce any agreements relating to it. The company also reserves the right immediately to withdraw its services from either or both of the parties involved, either in relation to this or any other Project.

17. TUTOR STATUS

- 17.1. The tutors represented by the company are self-employed individuals. They are not subject to any right of direction, supervision or control either by the company or the Student.
- 17.2. Tutors are engaged by students for their particular skill and expertise and are expected to take full responsibility for the manner in which their services are provided. The Tutor will use their discretion in determining the most appropriate teaching method depending on the Student's needs.
- 17.3. It is the responsibility of the Tutor to:

- agree upon a suitable place of work with the Student, whether in person or online.
- agree upon the times, dates, frequency and length of the sessions with the Student.
- determine the teaching method and approach used in any session guided by experience and industry practice.

18. TAX

- 18.1. Educational services provided by a self-employed tutor do not attract VAT, so this will not appear on invoices sent to the Student on the Tutor's behalf.
- 18.2. The company's fees are subject to VAT, the amount of which will clearly be set out in the Student's invoices.

19. CONFIDENTIALITY

- 19.1. You undertake that you shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, users or suppliers of the company with third parties, except as may be required by law, court order or any governmental or regulatory authority. You shall not use the company's confidential information for any purpose other than to perform your obligations under this agreement.

20. VETTING

- 20.1. It is a requirement of representation by the company that we have in our possession a copy of the certificate of an Enhanced check through the UK Disclosure and Barring Service (DBS) or national equivalent, for the relevant tutor, or a link to the online version of that certificate, before any tuition can be approved.
- 20.2. In certain circumstances it may not be possible to obtain a DBS certificate or equivalent for a tutor, for example where no such service is available through the government of the tutor's country of residence. A record of this fact will be kept, and this will be made known to the bill-paying client for any project in which the Student is a minor or vulnerable adult.

20.3. Any personal information disclosed as part of this process will be handled with care and sensitivity. We are not obliged to disclose any information which is not relevant to the provision of educational services.