

Tutor Aim Terms and Conditions v2

1. These Terms

- 1.1** Welcome to the Tutor Aim website. These are the terms and conditions (**Terms**) on which we supply our tutoring services to you. Please read these Terms carefully before you request tutoring services from us. These Terms tell you who we are, how we will provide tutoring services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us.
- 1.2** By accessing our website and/or otherwise using our tutoring services, you signify your agreement to these Terms. If you do not agree to be bound by these Terms, you may not access or use the website or our tutoring services.

2. Information about us and how to contact us

- 2.1** Tutor Aim (**we, us, our**) is a trading name of David Caddies (**Tutor**), a sole trader established in England. Our contact address is 447 Barnsley Road, Sandal, Wakefield, WF2 6BJ. You can also contact us by calling +44 7896 049844 or by emailing us on enquiries@tutoraim.co.uk.
- 2.2** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us.
- 2.3** In these Terms 'you' refers to the person we enter into a contract with to provide tutoring services, and 'student' refers to the person receiving the tutoring services. In some cases, the person we enter into the contract with will also be the student. Where the student is under 18 years of age, a parent or guardian must enter into the contract with us for the tutoring services.

3. Our contract with you

- 3.1** Details of our tutoring services are set out on our website. If you wish us to provide tutoring services, please contact us on +44 7896 049844 or email us on enquiries@tutoraim.co.uk or via the contact page on our website so that we can discuss your requirements.
- 3.2** Prior to us agreeing to deliver the first Block (as defined below) of tutoring services, a planning and engagement session between the student and the Tutor will be arranged. During this session the Tutor will evaluate the student's attainment level and needs and confirm whether he is able to provide the requested tutoring services to the student. If the Tutor is able to provide the tutoring services, the Tutor will provide a written proposal in which the Tutor will provide details of the tutoring services to be provided, his

availability, the frequency of the proposed tutoring sessions, a proposed start date, the relevant fees (including whether a deposit is required) and any other relevant information (**Proposal**).

- 3.3 Following the provision by the Tutor of the Proposal, you will be asked to provide confirmation that you wish to engage the Tutor to provide the relevant tutoring services to the student (**Confirmation**). The contract between you and us is formed when we email you to confirm that we accept your Confirmation.
- 3.4 We reserve the right to decline to provide tutoring services at any time if, in our sole opinion, the student is unsuitable for the tutoring services we provide, if we do not have sufficient resources available to enable us to provide the requested tutoring services, or if we are unable to meet your requirements in relation to timescales for performance of the tutoring services. If this is the case we will inform you as soon as possible.
- 3.5 In most cases, tutoring services are made available in pre-agreed 'blocks' (for example, weekly tutoring sessions over the duration of an academic term) (**Block**). The number of sessions in the initial Block to be provided by the Tutor will be set out in the Proposal. Before the final session in a Block, the Tutor will endeavour to discuss your requirements for tutoring services and agree with you whether or not you wish to receive another Block of tutoring services. If you request further tutoring services, and the Tutor agrees to provide such services, then a new contract between you and us is formed on the date the Tutor emails you to confirm that he agrees to provide such further tutoring services to you. The duration of such subsequent Block, the frequency of the proposed tutoring sessions, a proposed start date, the relevant fees (including whether a deposit is required) and any other relevant information shall be as set out in the confirmation email (**Confirmation Email**) provided to you by the Tutor in accordance with this paragraph 3.5.
- 3.6 Where your requirements for tutoring services are not discussed in accordance with paragraph 3.5, then, unless you inform us prior to or during the delivery of the last scheduled session in a Block that you do not wish to continue to receive tutoring services from us after that session, the contract between you and us will continue until such time as you provide us with at least 48 hours' notice prior to the delivery of the next scheduled session that you wish to end the contract. If you do not provide this notice we may charge you for the next session.
- 3.7 Prior to entering into a contract with us, please inform the Tutor of any periods during which the student may be unavailable (for example, due to holidays or other obligations).
- 3.8 You must inform us at least 24 hours before a session that you wish to reschedule or cancel the session. If you postpone or cancel a session with less than 24 hours' notice,

or do not attend a session when expected, we will charge you for such session unless there is an emergency.

- 3.9 If you or the student cancel more than 25% of planned sessions in any eight week rolling period (whether or not such sessions were cancelled with at least 24 hours' notice) then we reserve the right to cancel the contract. In these circumstances, should you wish to continue receiving tutoring services, you will be required to pay 50% of the value of the cancelled sessions (whether or not such sessions were cancelled with at least 24 hours' notice) in addition to the fees payable for subsequent tutoring services.
- 3.10 Where it is necessary for the Tutor to cancel a session, he will endeavour to provide you with as much notice as possible and will contact you to reschedule the cancelled session as soon as reasonably practical.

4. Our tutoring services

- 4.1 We will perform our services in all material respects in accordance with the details set out in the Proposal or the Confirmation Email (as the case may be).
- 4.2 In order to receive our tutoring services, you must ensure that the student has access to a computer and continuous broadband, and a webcam and headset / earphones. We shall have no liability in respect of failures of any software, hardware or internet connection utilised by the student.

5. Fees

- 5.1 The fees payable for the tutoring services, payment terms, the duration and frequency of the tutoring services, the length of the relevant Block and the date of the first tutoring session in such Block will be set out in our Proposal or the Confirmation Email (as the case may be).
- 5.2 Unless otherwise agreed in writing, payment for tutoring sessions will be required monthly in advance to a bank account specified by us.
- 5.3 We will issue invoices to you in relation to the fees to be paid by you to us. We accept payment by bank transfer. Payment is due immediately on presentation of invoice.
- 5.4 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 5.5 **Where you have not made payment to us by the due date and remain in default 14 days after we have reminded you that payment is due, we may charge you an administration fee of £25 for each letter emailed to you to remind you to pay any**

outstanding fees. Such letters will be sent no more often than twice each calendar month.

- 5.6 If you do not make any payment to us by one month after the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from one month after the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.7 It is always possible that, despite our best efforts, the fees we set out in the Proposal or the Confirmation Email (as the case may be) may be incorrect. Where the correct fees are lower than those set out in the Proposal or the Confirmation Email (as the case may be), we will charge the lower amount. If the correct fees are higher than the price stated to you, we will contact you for your instructions before we enter into a contract with you. If we enter into a contract with you where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

5.8 Study Plans

- 5.9 In most cases we will prepare study plans to be used in relation to our tutoring services. These study plans are for general guidance only, and to assist both you and us during the course of our relationship. They are not to be relied upon and do not form part of the contract between you and us.

6. Recording the sessions

- 6.1 We may record the tutoring sessions for use by the student of such recordings as a study tool. We will always seek your permission before doing so. We will process any personal data received by us in relation to these recordings strictly in accordance with our Privacy Policy. The sharing, reuse or modification of these recordings by you, the student or any third party is strictly prohibited.
- 6.2 If you do not agree to the recording of sessions, please contact us to let us know.
- 6.3 We use third party online classroom suppliers for delivering our tutoring services and for recording and viewing sessions. We shall have no liability to you any recording failures or other faults or failures of such third party suppliers.

7. Intellectual property rights

All intellectual property rights in the recordings of sessions, content delivered during sessions, and in all materials provided by us (including study plans) are owned by us or

our licensors. You may not use these materials for any purpose other than to receive our tutoring services and to perform your obligations under these Terms and the contract.

8. Delays and cancellation

- 8.1 We are not responsible for delays outside our control.** If our performance of the tutoring services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any tutoring services you have paid for but not received.
- 8.2 Can I change my mind?** In accordance with consumer rights legislation, you have 14 days after the day we email you to confirm we accept your Confirmation (or other request for tutoring services in accordance with paragraph 3.5) to cancel the contract and receive your money back. If you cancel after we have started to provide tutoring services, you must pay us for the tutoring services provided up until the time you tell us that you have changed your mind.
- 8.3** Even if the 14-day period referred to in paragraph 9.2 has passed, you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind (in accordance with paragraph 9.2), just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for tutoring services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 8.4** If you want to end the contract, or have any questions or complaints about our services, please contact us by calling +44 7896 049844 or by emailing us on enquiries@tutoraim.co.uk to let us know.
- 8.5** We are under a legal duty to supply tutoring services that are in conformity with the contract agreed between you and us. You can ask us to repeat tutoring services if they are not carried out with reasonable care and skill, or get some money back if that's not possible.
- 8.6** We may suspend the delivery of tutoring services and/or end the contract at any time without liability to you by contacting you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or

- (b) the student is not, or we reasonably believe that the student is not, properly engaging with the tutoring services or carrying out the activities set out in a Grade Guarantee Plan or other study plan;
- (c) you or the student breach the provisions of the contract or these Terms and do not remedy such breach (where such breach is remediable) within 14 days of us asking you to do so.

9. Our responsibility for loss or damage suffered by you

- 9.1** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to us preparing a Proposal.
- 9.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the tutoring services including the right to receive services which are supplied with reasonable skill and care.
- 9.3** We are not liable for business losses. We only supply our tutoring services for domestic and private use and will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in relation to our provision of tutoring services.

10. How we may use your personal information

- 10.1** We will only use your personal information as set out in our privacy policy

11. Other important terms

- 11.1** We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for tutoring services not provided.
- 11.2** You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

- 11.3** Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither you nor us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 11.4** If a court finds part of this contract or these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.5** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the tutoring services, we can still require you to make the payment at a later date.
- 11.6** These terms are governed by English law and you can bring legal proceedings in respect of the tutoring services in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.