

## Farrell Tutoring – BUSINESS TERMS

These terms were updated on the 30<sup>th</sup> November 2023.

### 1 ABOUT US AND OUR AGREEMENT

(1) (a) We are Farrell Tutoring name, whose Trading address is at 21 The Square, Tatsfield, TN16 2AS. We operate the website at insert [www.ritamathstutoring.co.uk](http://www.ritamathstutoring.co.uk) Main E-mail address is [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com) We are not registered for VAT.

(b) These Business Terms supersede anything else and always apply unless we've agreed something else with you in writing. Together with the policies referred to in them and our Tuition Requirement Email, they form our Agreement with you, the student (person receiving the tuition), or with the student's parent or legal guardian where the student is aged under 18. Please email us at [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com) if you have any queries about our Agreement.

(2) (a) We operate as an Employment Business. We run our business according to mandatory regulations and legislation which applies to how we operate our business, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended). (b) We will confirm how we are working with you in your Tuition Requirement Email You should also read our Working Together Policy which forms part of these, our Business Terms. This policy explains what information we collect and provide and how we, as a business, work to comply with our legal obligations. Please email [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com) if you have any queries.

### 2 HOW WE WORK TOGETHER

(1) We work with you to collect the information we need so that we understand each student's requirements. We then use our knowledge and experience to carefully select and match students to Tutors who can match those requirements and can provide tutoring and support to help each student to achieve the best results that they can. However, we do not guarantee nor are responsible for any results from any tuition. If you have any queries or concerns regarding our services, please email [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com)

(2) **Accessing Tutoring** (a) One-to-one online Sessions - Most of our training is online using Zoom. You will need insert details e.g. a Zoom account which allows the student to have a continuous meeting with the Tutor which lasts at least 1 hour.

(b) Group Sessions are held in a group, with other students. As applicable, please refer to the relevant details for your Group Session on our website or in your Tuition Requirement Email. This will also explain whether your sessions are online and how to access them, or where they will be held.

(c) You are responsible for all and any costs relating to attendance at tutoring sessions.

(3) As an Employment Business we provide you with all the information that you need about relevant tutor(s) and are here to deal with any queries you may have. Once you decide to work with a Tutor (Your Tutor) we'll send a Tuition Requirement Email to confirm what's agreed. We will then help you organise sessions. We can also provide additional information, such as progress reports. If you want to reschedule a session you can contact the Tutor directly or we will also assist with Rescheduling – please [see section 5](#).

(4) Subject to Third Party rights (for example, Third Parties own the Platforms we use), we own the logo, techniques, information, documents, and all materials and content, including Digital Content, and any rights (such as copyright and other intellectual property rights in the fullest sense). You have a licence to use anything we supply for the duration of our Agreement with you. However, you can't share with any other person or organisation or allow them to access or use all or any part of for any reason, nor can you copy, modify or publish in (such as on social media) any way.

(5) **Your Information, Data Protection and Confidentiality:** (a) For details about the information (data) that we collect from both Tutors, you and the student, please see our Working Together Policy. We rely on all the information and documents that you give us so please check that it is complete, accurate and valid.

(b) We use (process) your data in accordance with our Privacy Notice. Please email us at [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com) However, please remember that anything which you share in a Group Session is not confidential but please see [section 4\(3\)](#) following.

### **3 TUTOR RESPONSIBILITIES - WHAT YOU CAN EXPECT FROM YOUR TUTOR**

All of the carefully selected Tutors we introduce and/or work with have agreed the following unless they tell you otherwise:

Use this section to include anything that is important for example,

- (1) Your Tutor will agree and confirm the time, location, frequency and duration of the tuition sessions with you. Your Tutor has also agreed to our Rescheduling and Attendance Policy.
- (2) Your Tutor will discuss the structure of sessions with you.
- (3) The Tutor will update you about the Student's progress insert details
- (4) Your Tutor will adhere to a strict professional Code of Ethics as outlined by The Tutors' Association.
- (5) From time to time your tutor may provide you with a substituted tutor, only if necessary.

### **4 YOU AND THE STUDENT'S RESPONSIBILITIES**

You and, as applicable, the student agree the following:

- (1) You understand your obligations to keep students safe and will comply with our Safeguarding Policy. This includes online safety.
- (2) You will work with the Tutor(s) to identify what specific support and guidance that the student needs.
- (3) If you/the student is taking part in a Group Session, other students may decide to share confidential information and we would ask you do not disclose that information to anyone else.

### **5 RESCHEDULING AND ATTENDANCE POLICY**

If you need to reschedule a session, please refer to our Rescheduling and Attendance Policy.

### **6 CANCELLATIONS**

- (1) **Cancellations** – You can cancel tuition by giving us two week's written notice.
- (2) **Consumer Cancellations:** The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for training. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and you are buying at a distance) then you usually have 14 days from the date after you place your order to cancel the order. However, if you use any services then you will have to pay for what you've received.
- (3) We or a Tutor can cancel tuition by giving you 10 days written notice by email.

### **7 PAYMENTS**

- (1) We'll invoice you every month in advance for the fees agreed on the Tuition Requirement Email and you must make payment to us within 7 days.
- (2) **Paying:** Payment must be made within 7 days of the date of the invoice, in GBP, using payment methods detailed on the invoice.
- (3) **Minimum term** - Sometimes sessions are scheduled for a minimum or fixed term which is the minimum time we will provide services to you. This will be detailed in your Tuition Requirement Email.
- (4) **Offers:** Any offers which we may make available (such as Early bird, coupon codes, exclusive discounts, promotions or free to access resources) are not retrospective, not transferable, can't be exchanged for cash and are subject to availability and the terms and conditions of that offer. You can only use one offer per order.
- (5) **Extras:** You will have to pay extra if you ask for any Additional Services (such as additional tuition) which are not included on the Tuition Requirement Email. We will agree a price and payment terms with you before giving any additional support. If a Tutor agrees to meet up with you in person, we'll agree any additional terms with you (for example, travelling costs) or you will be charged our standard rates.
- (6) **Payment Problems:** If there's a problem with payment, such as paying late, we reserve the right to:-
  - (a) immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.

(b) We charge interest at the rate of insert e.g. 15% per annum from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. We may also recover reasonable costs including, but not limited to, legal costs and expenses incurred in obtaining payment.

## **8       GENERALLY**

(1) **Limitation of liability:** In so far as the law allows we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or anyone else, however it was caused. If we are found liable in any way then your claim would be limited to damages which will not exceed the amount you paid for, as applicable, the invoice to which your complaint relates.

(2) Any rights in this agreement are for your sole benefit and can't be shared or transferred in any way.

(3) **Notices:** Notices must be sent to the email and/or postal addresses provided in the Tuition Requirement Email unless we write to with a change, or you email us to [ritamathstutoring@gmail.com](mailto:ritamathstutoring@gmail.com) . Notices are deemed to be received when sent by :-

(a) Email - on the Working Day any Monday To Friday from 9am to 5pm GMT but excluding any public holiday in England) on which they were sent, provided the sender has a valid successful delivery receipt.

(b) Post -using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(4) **Waiver:** Nothing in our Agreement will stop us from enforcing any of our rights in the future.

(5) **Invalidity:** Each section (clause) or any part at all of our Agreement is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is found to be unenforceable or invalid, it will be treated as being cut out (severed) and will not affect the enforceability or validity of the rest of our Agreement.

(6) **Governing Law:** Our Agreement will be interpreted, construed and enforced in accordance with English law and will be subject to the exclusive power (jurisdiction) of the English Courts.

Accepting the terms and conditions.

By allowing your child to attend the first tutoring session you are agreeing to the above terms and conditions.