

These terms were updated on the **05.07.2024**.

1. DEFINITIONS

“Tutor” means the person introduced by the Employment Business to the Client for an Engagement.

“Client” means the person to whom the introduction of a Tutor is made.

“Employment Business” means Primary Tutor Project, of 50 Belgravia Street, TR18 2BL.

2. GENERAL

2.1. We are Primary Tutor Project, whose trading address is at 50 Belgravia Street, TR18 2BL. We operate the website at www.primarytutorproject.com. The main email address is callie@primarytutorproject.com. We are not registered for VAT.

2.2. These Business Terms supersede anything else and always apply unless we’ve agreed otherwise with you in writing. Together with the policies referred to in them and our Welcome Email(s), 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.

2.3. Proceeding with a booking for tutoring services will constitute agreement to these terms.

2.4. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Employment Business.

2.5. We operate as an Employment Business. We run our business according to mandatory regulations and legislation, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

2.6. We will confirm how we are working with you in your Welcome Email. You should also read our Working Together Policy which forms part of these Business Terms. This policy explains what information we collect and provide and how we, as a business, work to comply with our legal obligations.

3. HOW WE WORK TOGETHER

3.1. We work with you to collect the information we need to understand each Student’s requirements. We then use our knowledge and experience to carefully select and match Students to Tutors who can meet those requirements and provide tutoring and support to help each Student achieve the best results. However, we do not guarantee nor are responsible for any results from any tuition.

3.2. Accessing Tutoring: Most of our tuition is online using Zoom or Classin. You will need a Zoom account that allows the Student to have a continuous meeting with the Tutor which lasts at least 1 hour. You can access online tuition via a link in the email your Tutor will send to you. You are responsible for all and any costs relating to attendance at tutoring sessions.

3.3. 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, we’ll send a Welcome Email to confirm what’s agreed. We will then help you organize sessions. We can also provide additional information, such as



progress reports. If you want to reschedule a session you can contact the Tutor directly – please see section 5.

3.4. 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 license to use anything we supply for the duration of our Agreement with you. However, you can't share with any other person or organization or allow them to access or use all or any part of it for any reason, nor can you copy, modify, or publish it (such as on social media) in any way.

3.5. Your Information, Data Protection, and Confidentiality:

(a) For details about the information (data) that we collect from 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. However, please remember that anything you share in a Club Session is not confidential.

4. FEES

Fees for 1:1 Tuition

4.1. The Client will be invoiced at the agreed rate for all lessons taking place on a monthly basis.

4.2. All payments must be made by the last day of each month for the following month. E.g., by 31 August for September's lessons.

4.3. Fees can be paid via card payment through Tutorcruncher or direct debit by Go Cardless in GBP. International transactions may incur additional fees.

4.4. Extras: You will have to pay extra if you ask for any Additional Services (such as additional tuition) which are not included in the Welcome Email. We will agree on a price and payment terms with you before providing any additional support.

4.5. 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) Charge a late payment administration fee of £10 from the day after your payment is due. We may also recover reasonable costs, including but not limited to, legal costs and expenses incurred in obtaining payment.

Fees for Club Tuition

4.6. The Client will be charged on a rolling direct debit between September and July for UK Clubs and September and June for international clubs at a fixed fee each month.

4.7. Fees will be charged via Go Cardless for UK payments and Stripe for international payments.

4.8. Extras: You will have to pay extra if you ask for any Additional Services (such as additional tuition) which are not included in the Welcome Email. We will agree on a price and payment terms with you before providing any additional support.

4.9. Payment Problems: If there's a problem with payment, such as insufficient funds resulting in a bounced direct debit, 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) Charge a late payment administration fee of £10 for the charges incurred from bounced direct debits. We may also recover reasonable costs, including but not limited to, legal costs and expenses incurred in obtaining payment.

5. CANCELLATIONS BY CLIENT

Cancellations for 1:1 Tuition:

5.1. The Client agrees to have tuition at a prearranged weekly slot, with arranged absences (such as holiday) agreed at the start of each term.

5.2. 24 hours' notice must be provided for any absence, otherwise, the full lesson fee will be charged and the lesson will not be rearranged.

5.3. One unarranged absence (such as sickness) will be refunded per term if 24 hours' notice is provided. After this, full fees will apply. This constitutes three over one school year. Unused cancellations may be accumulated in the school year.

5.4. If a Student needs additional unarranged absences during the school term, PTP will endeavour to rearrange the session at a convenient time for the Tutor and Client, where possible. This may not always be possible depending on the Tutor's schedule. Full fees will apply if the session must be cancelled when it cannot be rearranged.

5.5. Clients should contact their Tutor at Primary Tutor Project if a cancellation or rescheduled lesson is required through the assigned Whatsapp group or by email.

Cancellations for Club Tuition:

5.6. Group Sessions can't be rescheduled, but if a Client misses a session they will receive the session resources to complete at home.

Cease Tuition:

5.7. We follow consumer protection laws, which state that services bought online reserve the right to a refund 14 days after the order was taken. However, if the Client uses any services, then they will have to pay for what they've received.

5.8. If you decide to cease tuition for any reason, the Client is required to give a minimum of two weeks' notice for 1:1 tuition and one month's notice for club tuition.

6. CANCELLATIONS BY TUTOR

6.1. The Tutor agrees to provide tuition at an arranged weekly slot, with holiday dates given on a termly basis. From time to time a Tutor may need to cancel, rearrange a session, or arrange for the session to be taken by another Tutor and neither we, nor the Tutor, are responsible for any consequences because of this.

6.2. The Tutor will endeavour to give 24 hours' notice for any cancellation; however, this may not always be possible.

6.3. If a lesson is cancelled by the Tutor, the lesson will either be rearranged to a time convenient to the Client, or a full refund will be issued.

6.4. When your regular Tutor cannot make a session, we will try to find a suitable replacement to take the session. A handover will take place to give continuity to the sessions.

6.5. The Employment Business or a Tutor can cancel the tuition slot by giving you two weeks of written notice by email.

7. LATE ARRIVAL

7.1. Students are expected to attend a tutoring session (whether it is an individual session or as part of a Group session) no later than 10 minutes after the agreed start time. For example, if the session is scheduled for 3 pm the Student is expected to attend no later than 3:10 pm. If the Student does not attend within 10 minutes of the agreed start time, the Tutor reserves the right to

(i) terminate the session where the Student is the only scheduled attendee or

(ii) continue a Club Session with the other Students and in either case, in so far as the Student is concerned, regard it as a completed session and the full fee is payable and a prepaid session cannot be rescheduled. In the case that a Client arrives late for lessons, the lesson will still finish at the scheduled time.

7.2. In the case of late arrival by the Tutor, the Client shall be compensated by a lesson extension until the lost time is accounted for. This time shall be added to the lesson in question or carried over to the next lesson, as agreed by both parties.



8. CLIENT OBLIGATIONS

8.1. The Client must provide a quiet place for the pupil to work, free from interruptions and with access to suitable equipment. The pupil will need a pen, sharp pencil, and lined paper. It is suggested to compile these in a workbook or folder.

8.2. A Zoom link to the meeting will be emailed at the start of the term and will remain the same throughout. The Client should ensure the pupil is able to use Zoom functions such as 'annotate'.

8.3. The Client should ensure all homework (if requested) is returned to the Tutor 24 hours before the scheduled lesson to ensure sufficient time is allocated for marking and feedback.

8.4. You understand your obligations to keep students safe and will comply with our Safeguarding Policy.

8.5. If you/the Student is taking part in a Group Session, other Students may decide to share confidential information and we would ask you not to disclose that information to anyone else.

9. TUTOR OBLIGATIONS

9.1. The Tutor will provide online sessions via Zoom on a secure link, at the pre-arranged days and times.

9.2. The Tutor will provide a half-termly learning plan at the start of the half-term to address the Pupil's learning goals. Planning and lesson resources will be made available at the Client's request.

9.3. The Tutor will provide the Client with a written feedback report every lesson, commenting on the pupil's progress and next steps.

9.4. The Tutor will provide weekly homework (if requested). Marking will be completed before the following session if homework is returned the day before the session. Feedback will be issued to the pupil, if necessary, at the start of the session.

9.5. The Employment Business requires that all Tutors are fully qualified teachers and have an up-to-date DBS certificate.

9.6. Your Tutor will adhere to a strict professional Code of Ethics as outlined by The Tutors' Association.

9.7. From time to time your Tutor may provide you with a substituted Tutor.

10. GENERAL

10.1. 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.

10.2. Any rights in this Agreement are for your sole benefit and can't be shared or transferred in any way.

10.3. Notices: Notices must be sent to the email and/or postal addresses provided in the Tuition Requirement Email unless we write to you with a change or you email us with a change. Notices are deemed to be received when sent by:

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

(b) Post - on the second Working Day after posting if sent by first-class prepaid post.

10.4. Waiver: Nothing in our Agreement will stop us from enforcing any of our rights in the future.

10.5. 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.

10.6. 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.

