

# **Terms & Conditions**

## **1. Learning Cycle Tutors Limited**

Learning Cycle Tutors acts as agent on behalf of the tutor (Tutor) and will introduce the Tutor to the client (Client). Any reference to 'we' or 'us' in this policy refers to Learning Cycle Tutors Fees and Payment: the billing process will be under the control of Learning Cycle Tutors who shall send an invoice to the Client every week/4 weeks. Payments must be made to Learning Cycle Tutors within 2 days of the date of the invoice. The fees will be calculated at a rate agreed in advance between Learning Cycle Tutors and the Client based upon the hours submitted by the Tutor. The Parent shall ensure that each lesson is correctly logged by checking their invoices. Payments must not be made directly to the Tutor at any time. Learning Cycle Tutors reserves the right to request the Client's credit or debit card details. Any credit or debit card details that the Client supplies will be held securely and may be charged in the event of late or non-payment. As such, Learning Cycle Tutors reserves the right to take payment for invoices from any payment card we may hold from the Client. Any credit or debit card details that you supply will not be passed on to any third party.

## **2. Expenses**

All expenses (including books and travel) must be agreed with the Tutor in advance.

## **3. Non-solicitation**

The Parent is not permitted to make private arrangements for tuition with a Tutor introduced by Learning Cycle Tutors. Should a Parent breach this obligation, they will be liable to account to Learning Cycle Tutors for all sums paid to the Tutor without deduction and Learning Cycle Tutors shall be entitled to obtain an injunction against a Parent to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

## **4. Liability**

Learning Cycle Tutors do not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by a tutor introduced by Learning Cycle Tutors.

## **5. Cancellation Policy**

Both the Client and the Tutor must notify the other in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged. Learning Cycle tutors operates a 24-hour cancellation policy and reserves the right to charge the Client in full if a lesson is cancelled at short notice.

## **6. General**

Learning Cycle Tutors reserves the right to alter these Terms and Conditions. Unless otherwise agreed in writing by a Director of Learning Cycle Tutors, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by the Client. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of Learning Cycle Tutors.

## **7. Approval**

Acceptance of our services will be taken to represent agreement to these Terms and Conditions.

## **8. Tutors Through Agency's**

The following arrangements are understood and agreed by both parties: Once a tutoring position has been confirmed, you are entering into a contract between you (the tutor) and the Client (the student, or the student's parent/guardian). Learning Cycle Tutors Limited acts as agent on behalf of the tutor and the student. Learning Cycle Tutors is only responsible for finding students and an appropriate teacher for the specific subject, and is not responsible for the content of lessons and the teaching methods.

## **9. Private Arrangements**

In consideration of Learning Cycle Tutors providing, you with students, you are not permitted to make private arrangements for tuition with Client introduced by Learning Cycle Tutors or with new Client introduced by Learning Cycle Tutors Client. Should you breach this obligation, you will be liable to account to Learning Cycle Tutors for all sums received by you from the Client/new Client without deduction and Learning Cycle Tutors shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination of this Agreement. Any work referred to a tutor by a Client of Learning Cycle Tutors must be billed through Learning Cycle Tutors on your behalf. Learning Cycle Tutors is happy to negotiate on commission for new Client referred to you by our client but Learning Cycle Tutors must process the billing.

## **10. Environment**

You and the Client are responsible for finding and agreeing on a suitable environment in which tuition can take place.

## **11. Payment**

Learning Cycle Tutors will agree the fee structure with the Client and this must not be changed without the written authority of Learning Cycle Tutors. As part of the service, Learning Cycle Tutors will endeavour to collect the fees due from Clients and pass them on to you, net of a commission and VAT. Learning Cycle Tutors invoices Client on behalf of tutors, based on hours submitted by the tutor. Please ensure that you submit lesson hours by email after each lesson. If you are late submitting these

hours or incorrect information is submitted, your payment may be delayed. Payments will only be made once the Client has paid the invoices. You must keep your hourly submissions up to date. Learning Cycle Tutors recommends that tutors keep a signed record of all lessons taught (or cancelled with less than 24hrs notice) and expenses agreed with Client (signed by Client after each lesson). We do not need to see this but if a client disputes hours that are invoiced, we will be unlikely to be able to pay tutors if this record has not been signed. You will not be paid directly by the Client. Learning Cycle Tutors sends an invoice to the Client, on behalf of and as an agent for you (the tutor), at the beginning of each calendar month to cover the previous month's tuition. Our payment terms are 7 days (deferred by 7 days). You will not be entitled to receive your fee until Learning Cycle Tutors has received payment from the Client. If Learning Cycle Tutors does not receive payment in reasonable time, Tutors may obtain written permission from a Director of Learning Cycle Tutors to invoice the Client directly. You must not accept any payment direct from the Client without the written permission of a Director of Learning Cycle Tutors. Should you do so, all sums received by you will be immediately payable to Learning Cycle Tutors and shall be actionable through the Courts without further notice to you. You undertake to Learning Cycle Tutors that you will duly pay the tax and national insurance contributions which are due from you whether in the United Kingdom or elsewhere in relation to the payments to be made to you by Learning Cycle Tutors under this Agreement. You further agree to indemnify Learning Cycle Tutors in respect of all and any income tax and national insurance contributions which may be found due from Learning Cycle Tutors on any payments made to you under this agreement together with any interest, penalties or gross-up thereon. For the purposes of record keeping, you will account for the full fees due from the Client as income and the commission as expenditure.

## **12. Expenses**

All expenses (books, travel, etc) must be agreed with Client before you add them to your account. If you buy books, please keep receipts so you can return them to shop if Client does not want to buy them. Any expenses incurred by you without the agreement of the Client will not be reimbursed to you.

## **13. Cancellation Policy**

Both the Client and the tutor must notify the other in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged. Learning Cycle Tutors recommends that you agree a 24-hour cancellation policy with the Client so that Learning Cycle Tutors can charge the Client if she/he cancels the lesson at short notice. You need to have agreed this and the chargeable cancelled hours with the Client before Learning Cycle Tutors will charge for them.

## **14. Damages**

Learning Cycle Tutors does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by you and you agree to indemnify Learning Cycle Tutors without limit in respect of any such claims.

## **15. Confidentiality**

You undertake that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, Client or suppliers of Learning Cycle Tutors, except that you may disclose Learning Cycle Tutor's confidential information as may be required by law, court order or any governmental or regulatory authority. You shall not use Learning Cycle Tutor's confidential information for any purpose other than to perform your obligations under this agreement.

## **16. Data Protection Act**

Learning Cycle Tutors uses tutor data for the purposes of the services that it provides. Tutors providing personal data consent to the use of that data by Learning Cycle Tutors for the purpose of effecting introductions to Client, for billing and fee collecting purposes and to enable Learning Cycle Tutors to contact the tutor from time to time. Learning Cycle Tutors reserves the right to alter these Terms and Conditions. Unless otherwise agreed in writing by a Director of Learning Cycle Tutors, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by you. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of Learning Cycle Tutors.

## **17. Learning Cycle Tutors Limited**

Approval Acceptance of our services will be taken to represent agreement to these Terms and Conditions

## **18. Licence To Use Websites**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

## **19. Website Use**

Welcome to Learning Cycle Tutors Limited. If you continue to browse and use this website you are agreeing to comply with and be bound by the following Terms and Conditions of use, which together with our privacy policy govern Learning Cycle Tutor's relationship with you in relation to this website. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our website. You must be at least 18 years of age to use our website. By using our website and by agreeing to these Terms and Conditions, you warrant and represent that you are at least 18 years of age. Our website uses cookies. By using our website and agreeing to these Terms and Conditions, you consent to our use of cookies in accordance with the terms of our privacy policy. The term 'Learning Cycle Tutors' or 'us' or 'we' refers to the owner of the website Learning Cycle Tutors. The term 'you' refers to the user or viewer of Learning Cycle Tutors Limited.

## **20. The Use Of This Website Is Subject To The Following Terms Of Use:**

The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms and Conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) You may not create a link to this website from another website or document without Tavistock Tutors Limited's written consent. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **21. Information We Collect From You**

We collect information directly from you when you choose to participate in our offers and services, programmes, subscriptions, call or email us, or otherwise provide information directly with us. The following are examples of information that we may collect directly from you (for tutors indicated in brackets): Name (for tutors) Email address (for tutors) Postal address (for tutors) Telephone number (for tutors) Demographic information Payment information and bank account details (for tutors) Communication preferences Education preferences and history (for tutors) Qualifications, institutions attended and photograph provided by tutors (for tutors)

## **22. Information Usage and Storage**

We use the information we collect to inform you about our products, events and services. The following are examples of how we may use the information that we collect: Create and manage your account Subscribe you to our newsletter, if your express permission was granted Send you emails with personalised information about us which we think may be of interest to you Process payment for purchases or services We keep in touch with our families with newsletter campaigns. All personal data relating to subscribers is held securely and in accordance with the EU General Data Protection Regulation (GDPR) 2018. Information is not shared with third parties. In accordance with UK Spam Laws and the Privacy and Electronic Communications Regulations 2003, subscribers can un-subscribe at any time through a process detailed at the footer of each email campaign. Under the EU General Data Protection

Regulation 2018 you may request a copy of personal information held about you by this website's email newsletter program. If you would like a copy of the information held on you, please write to the business address at the bottom of this policy. All requests will be responded to within one month, in accordance with the EU GDPR 2018. You have the right to access the personal information that we hold about you (as defined in the EU General Protection Data Regulation 2018) upon receipt of a written request. Before providing personal information to you or another person on your behalf, we will ask for proof of identity and sufficient information about your interactions with us that we can locate your personal information. If any of the personal information we hold about you is inaccurate or out of date, you may ask us to correct it. You have the right to object to us processing your personal information if we are not entitled to use it any more, to have your information deleted if we are keeping it too long or have its processing restricted in certain circumstances. If you would like to exercise this right, please contact us. We retain a record of your personal information. This is done in order to provide you with a high quality and consistent service. We will always retain your personal information in accordance with law and regulation and never retain your information for longer than is necessary.

### **23. Disclosure and Barring**

It is a requirement of representation by Learning Cycle Tutors that we have in our possession a copy of the certificate of an Enhanced DBS check, or national equivalent, for the relevant tutor, or a link to the online version of that certificate, before any tuition can be approved. 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.

### **24. Learning Cycle Tutors will ensure that your data is:**

- Fairly and lawfully processed
- Processed only for limited, specifically stated purposes
- Used in a way that is adequate, relevant and not excessive
- Used accurately
- Kept on file no longer than absolutely necessary
- Processed in accordance with your legal rights
- Kept secure
- Never transferred outside the UK without adequate protection