



Bespoke

Tutors UK Ltd.

67 King Street, Maldon, Essex. CM9 5DX

Company registration no.: 14831085

Terms of Business

Last Updated: 30.08.23

Reviewed on: 30.08.24

Tutors introduced by Bespoke Tutors UK Ltd. are highly qualified with university degrees, teaching certificates, professional qualifications or a combination thereof. Therapists introduced by Bespoke Tutors UK are equally highly qualified specialists within their relevant fields. Our selection process includes taking up professional references in respect of Tutors and checks with the Disclosure and Barring Service. To enable us to provide a fully professional service we would be very grateful to hear from you if a Tutor or Therapist provided by us falls short of your expectations in any way.

Please read these terms and conditions carefully before booking our services. By purchasing services with us, you agree to be bound by these terms and conditions.

1. Definitions

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means the person introduced by the Employment Business to the Client for a tuition or therapeutic service.

“Client” means the person to whom the introduction of a Tutor is made (the parent or guardian)

“Student” means the person receiving the service (the child or young person)

“Employment Business” means Bespoke Tutors UK Ltd., of 67 King street, Maldon, Essex. CM9 5DX.

“The order” refers to a signed planning agreement (planning form).

1. Introduction

1.1 Bespoke Tutors UK Ltd, is owned and operated by Kate Marshall (Company Director) with our business address at 67 King Street, Maldon, Essex. CM9 5DX registered in England and Wales under the company registration number: 14831085.

1.2 These terms and conditions of business ("Terms of Business") are between Bespoke Tutors UK (acting for itself and as agent on behalf of the Tutor or Therapist supplied by Bespoke Tutors UK ("the Tutor")) and the "Client" and are deemed to be accepted by the Client on the completion of a signed planning agreement.

2. Employment Business Responsibilities

2.1. When instructed, the Employment Business will recommend a Tutor to the Client for a tuition or therapeutic service.

2.2. The Employment Business will invoice the Client each month for tuition services rendered up to the 28th of each month.

2.3 The Tutor or Therapist will invoice the Employment Business monthly for services rendered.

3. Provision of Services

3.1 Tutors and/or Therapists are carefully matched to provide support for a Student's needs and abilities. Tutors and Therapists are highly skilled and experienced in their relevant fields.

3.2 Planning meetings are held between the Client and Tutor to support our planned provision offer and ensure outcomes are carefully chosen. Planning meetings are also an opportunity for potential clients to meet the Tutor.

3.3 We (the Employment Business) will supply the services to you (the Client) from the date set out in the order for the period set out in the order (where applicable).

3.4 If you are dissatisfied with the Tutor or Therapist at any time before, or during, the commencement of our services, please contact our Company Director at the earliest opportunity. Please refer to our cancellation policy for further details.

3.5 Our tuition takes place both online and face to face.

3.6 All policies, including our safeguarding policy, still apply to learning online. Please refer to our online learning policy for further information.

3.7 The Tutor or Therapist is responsible for co-ordinating the tuition and will request the necessary background information from the Client and/or Student nominated by the Client from time to time. Provision of exercise and textbooks is the responsibility of, and will as required be supplied by, the Client. Tuition is normally held at the Student's home.

3.8 If we supply a product to you as part of the services (such as a report, a CD, a DVD, an e-book or any other form of digital content or any other type of product whatsoever), we will own the copyright, design right and all other intellectual property rights in such

product and any drafts, drawings or illustrations we make in connection with the product for you.

3.9 We will make every effort to provide the services on time. However, there may be delays due to an Event Outside Our Control. Where we cannot provide the service within 24 hours prior to the service commencing, the Tutor or Therapist will make every effort to rearrange the session. Please refer to the cancellation policy for further information.

3.10 We may have to suspend the services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 3.10 but this does not affect your obligation to pay for any invoices we have already sent you.

4. Pricing and payment

4.1 Price of the services offered are available upon request. We may change our prices any time, but that will not affect the prices for confirmed bookings. We will contact our clients one month in advance of any changes to cost.

4.2 Despite our best efforts, there may be incorrect prices on some of the services. If the correct price is less than a price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakable and mispricing could have been recognised reasonably by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.

4.3 Invoices will be sent to the Client monthly via email. Payment for services is to be made monthly for all services rendered at the time of sending the invoice by bank transfer to the business account for Bespoke Tutors UK Ltd. Further information is clearly indicated on each invoice.

4.4 If you do not make any payment due to us by the due date for payment (28th of each month), we may charge for late payments at the current cost of £10. If you fail to pay within 7 days of the payment date, the Tutor reserves the right to cancel their services with immediate effect.

4.5 We allow for a 50% reduction in price for the first session. Following this, you (the Client) have the right to cancel our provision offer without any financial obligation. Upon commencement of the offer, you (the Client) are obliged to give 14 days' notice of any cancellation. If you have paid in advance and give the necessary notice, you will be refunded the cost of any sessions booked falling outside of the 14 day cancellation period. Refunds for any cancellations outside of the required notice period will be at the discretion of the Tutor and Company Director.

4.6 A 10% discount is applied to the first six sessions following the initial session. A 20% discount is applied to those booking more than one hourly session per week for the first six sessions.

4.7 Invoices are sent to the Client monthly. The Client agrees to pay the invoice by the 28th of each month.

4.8 Fees will be agreed with the Client in advance by Bespoke Tutors UK Ltd.

4.9 Tuition fees are non refundable once the tuition has taken place.

5. Client Responsibilities

5.1 In the case of Students under the age of 18 years, a responsible adult (other than the Tutor) must be present at the premises at all times during which the Tutor attends for tuition. If you (the Client) fail to provide this, tuition cannot take place.

5.2 The Tutor is engaged by the Client only to provide tuition and is not responsible for the safety, welfare, well being and care of minor Students or for the protection of any person's property.

5.3 We will work sensitively with the Client to ensure the necessary steps are taken to safeguard the Student. All of our Tutors and Therapists hold an Enhanced DBS and regular safeguarding training is provided. Please refer to our safeguarding policy for further details.

5.4 You shall not purchase any services if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

5.5 We will need certain information from you that is necessary for us to provide the services, for example, email address. We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this clause 5.5, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.

5.6 Clients are not permitted to make private arrangements for tuition with Tutors introduced by Bespoke Tutors UK which includes payment of fees for such sessions otherwise than to Bespoke Tutors UK in accordance with its Terms of Business.

5.7 In the event that the Tutor pursuant to such a private arrangement provides such tuition or the client introduces the Tutor to other people who then make such arrangements bypassing Bespoke Tutors UK, the Client will be responsible to pay the commission that Bespoke Tutors UK has thus lost.

6. Limitation of liability

6.1 Bespoke Tutors UK holds both public liability and professional indemnity insurance. If you are concerned about the safety of a Student or the needs of the Student change, please contact the Tutor or Company Director to discuss your concern at the earliest opportunity.

6.2 The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Client arising from or in any way connected with the Employment Business seeking a Tutor for the Client or from the Introduction to or engagement of any Tutor by the Client or from the failure of the Employment Business to introduce any Tutor.

6.3 The Employment Business is responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, but are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

6.4 Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

7. Notice of cancellation

7.1 Any notice of cancellation to us should be in writing and sent to us by e-mail, by hand, or by pre-paid post to Bespoke Tutors UK Ltd. at 67 King Street, Maldon, Essex. CM9 5DX or bespocketutorsUK@gmail.com.

7.2 The Client is obliged to give 14 days' notice of any cancellations to the contract. If, for whatever reason, you need to cancel individual sessions, the Client is obliged to give 48 hours' notice wherever possible. If there are extenuating circumstances and the Client cannot give this period of notice, any payment owed will be at the discretion of the Tutor.

7.3 The Tutor or Therapist is also obliged to give 48 hours' notice to the Client where they cannot conduct a session. The Tutor or Therapist should offer an alternative date and time wherever possible. Where this is not possible, any funds paid in advance for the session should be refunded to the Client.

7.4 If a Tutor, for any reason, has to stop tuition mid-course, Bespoke Tutors UK will endeavour to replace that Tutor as soon as possible, subject to availability, in order to minimise disruption to the Student's progress. If this is not possible, Bespoke Tutors UK will refund any payments made in advance of the tuition taking place.

7.5 Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the planning form.

7.6 Please refer to our cancellation policy for more information.

8. Data Protection Act

8.1 Bespoke Tutors UK Ltd. is registered under the Data Protection Act to hold and use Client data for the purposes of the services that it provides. Clients providing personal data to Bespoke Tutors UK are consenting to the use of that data by Bespoke Tutors UK for the

purpose of effecting introductions to Tutors, for billing and fee collecting purposes and to enable us to contact the Client from time to time.

8.2 Data will not be shared with any third parties unless the client provides written consent. This does exclude social care and the police where serious safeguarding concerns arise.

8.3 Personal details within this form will be stored securely by the Company Director at the registered company address. Only the Director and Tutor will have access to this information.

8.4 Bespoke Tutors UK will also store data securely relating to weekly reports and reviews. Information relating to safeguarding, accidents or incidents will be kept at the registered office address until the child turns 21 and 3 months of age. Any information relating to contracts, consent, information, invoices and payment will be kept for 7 years.

8.5 All data held will be stored securely. The Client holds the right to request access to any personal information held at any time.

9. If there is a problem with the services

9.1 In the unlikely event that you are not happy with the services:

- a) please contact us and tell us as soon as reasonably possible;
- b) please give us a reasonable opportunity to repair or fix any defect; and
- c) we will use every effort to solve the problem within [7] days.

9.2 As a consumer you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. Circumstances beyond our control

10.1 If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

10.2 Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

10.3 If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:

- you will be notified as soon as reasonably possible; and
- the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.

10.4 If Circumstances Beyond Our Control occur and continue for more than 30 days and you do not wish us to provide the services, you may cancel the contract. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 30 days.

11. Termination of Services

11.1 We may terminate the contract for services at any time with immediate effect by giving you written notice if:

a) you do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment; or

b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing.

11.2 You may terminate the contract for services at any time with immediate effect by giving us written notice if we break the contract in any material way and do not correct or fix the situation within 14 days of you asking us to in writing.

12. Changes to terms

12.1 We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting on the company website (bespoke-tutors.com). Please check these terms and conditions periodically for changes.

12.2 Your continued use of these services following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every new purchase. If the revised terms apply to any existing provision of services, we will notify you of the changes in writing.

13. Privacy Policy and Acceptable use policy

13.1 Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please refer to our Privacy Policy.

14. Acceptance of order

14.1 These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email and a signed copy of our Planning Form. We are not bound by the order unless we accept it in writing.

14.2 If there is any conflict between these Terms and any term of the order, the order will take priority.

15. Entire Agreement

15.1 All policies, including these Terms constitute the entire agreement between you (the Client) and us (the Employment Business) and supersedes all previous agreements,

promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

16. Representations

16.1 You acknowledge and agree that by entering into this Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Privacy Policy.

16.2 You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.

16.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

17. Miscellaneous

17.1 We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.

17.2 You cannot transfer your rights and obligations under these Terms to any another person without our written approval.

17.3 This contract is only between you (the Client) and us (The Employment Business). No other third person shall have any rights to enforce any terms.

17.4 Each paragraph of these Terms are separate and distinct from one another. If any court or relevant authority determines any clauses of these Terms to be unlawful, then such determination will not affect other clauses and all other remaining clauses will remain in effect and full force.

17.5 Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

18. The Law

18.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

19. Contact us

19.1 For any questions or queries you can contact us at 07488 386703 or e-mail us at bspoketutorsuk@gmail.com.