

Client Terms and Conditions for Headway Tutors

- Last Updated October 2020

Headway Tutors Ltd Terms and Conditions

General

Definitions

Tutor is defined as “Tutor”, the person introduced by Headway Tutors to the Client

Parents/guardians seeking tutoring sessions are defined as “Client”, the person to whom the introduction of the Tutor is made

Student is defined as “Student”, the person who receives the tutoring service through sessions of tutoring

The owners and company of Headway Tutors Ltd are defined as “Headway Tutors”

“Session” means the individual contact time between the tutor and the student.

Description of Services

The Tutor is not an employee of Headway Tutors.

Headway Tutors Ltd trading as Headway Tutors is an agent for the introduction of Tutor(s) to the Client.

Headway Tutors does not provide the tutoring services. Headway Tutors acts as an agency business which engages the Tutor under a contract to provide a service to the Client.

Our Terms of Service shall be governed by and construed in accordance with the laws of the United Kingdom regardless of where the tuition takes place.

This contract should be read alongside the Terms and Conditions for Clients and Terms and Conditions for Tutors.

General

Headway Tutors reserves the right to alter these terms and conditions.

Unless otherwise agreed in writing by a Director of Headway Tutors, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Client or Tutor.



No variation or alteration of these terms and conditions shall be valid unless approved in writing by a Director of Headway Tutors.

Once a tutoring position has been confirmed, you are entering into a contract between the Tutor and the Client. Headway Tutors acts as agent on behalf of the Tutor and the Client.

Headway Tutors is only responsible for finding students and an appropriate Tutor for the specific subject, and is not responsible for the content of lessons and the teaching methods.

Headway Tutors Ltd Terms and Conditions

Client

These terms and conditions of business (“Terms of Business”) are between Headway Tutors (acting for itself and as agent on behalf of the Tutor supplied by Headway Tutors) and the Client and are deemed to be accepted by the Client when the Client arranges a session of tuition by the Tutor introduced to them by Headway Tutors or completes and returns the acknowledgement form, whichever occurs first.

Introduction of Tutor to Client

Headway Tutors acts as an agent on behalf of the Tutor and will introduce the tutor to the Client and vice versa. In order to proceed with Headway Tutors services, for security purposes the Client must provide at least two methods of contact (one telephone number, and one email address). Headway Tutors is unable to provide a Tutor without these methods of contact.

A Tutor will be deemed to have been introduced to the Client by Headway Tutors in the event that either the name of the Tutor is provided to the Client by Headway Tutors following the request for a Tutor by the Client, or Headway Tutors arranges for a Tutor to contact the Client following such request for a Tutor provided by the Client to Headway Tutors.

Tutors introduced by Headway Tutors are highly qualified with university degrees, teaching certificates, professional qualifications or a combination thereof. Although mostly from a school teaching background, Tutors also come from other walks of life.

The Headway Tutors selection process includes taking up professional references in respect of Tutors and checks with the DBS. To enable us to provide a fully professional service we would be very grateful to hear from you if a Tutor provided by us falls short of your expectations in any way.

Headway Tutors will endeavour to find a suitable match between the Client, Student and Tutor taking into account the Tutors available to Headway Tutors, and the Clients/Students individual requirements. If the Client believes a Tutor’s teaching method or personality may not suit the Student involved, they must contact Headway Tutors and a replacement will be searched for as soon as possible.

Tuition

The Tutor is responsible for co-ordinating the tuition and this is normally held at the Student's home, or online, using a platform agreed upon by the Tutor, Client and Headway Tutors.

Headway Tutors' tutors each have different teaching methods and styles. The Tutor can tailor his/her method to the needs of the Student. In order to find the best approach, the information provided beforehand by the Client/Student is vital.

Please ensure that tuition can be conducted in a quiet atmosphere conducive to concentration on the tuition involved.

Provision of exercise books and textbooks is usually the responsibility of the Client.

Tuition normally consists of one-hour sessions. Shorter or longer sessions should be agreed in advance between Client and Tutor.

Safeguarding

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. 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. The responsible adult must make themselves known to the Tutor at the start of the Session. If no responsible adult can be provided, the Session will be terminated and a refund will not be applied.

Tutoring should also not take place in bedrooms or other rooms where a door is closed and another responsible adult is not present, *whether in person or online*.

Punctuality, Timing & Feedback

Student and accompanying adult should be at the address where the Session is to take place within enough time to allow the Tutor time to set up and begin teaching the Session at the pre-arranged time.

Students should be ready to begin a Session at the pre-arranged time. Tutors are not required to add time onto the end of a Session to make up for a delay in the start of a session because the Student or accompanying adult was not present or ready to begin.

Tutors are available for debriefing up to 5 minutes after a Session. If more than 5 minutes is required, then we request that the Client either book in a separate feedback Session with the Tutor or agree for the Tutor to reduce the teaching time of a future Session(s) to enable them to give the amount of feedback time required.

If a Tutor is late for a Session, then it is the duty of the Tutor to arrange to make up the lost time.

Attitude

Tutors must be treated respectfully and appropriate language must be used; swearing or innuendo will not be tolerated. Where there is a problem with the Tutor this must be reported to Headway Tutors immediately.

Mobile Phones

Students should not use mobile phones during contact time. Where a phone is needed for learning or assessment purposes then this should be explained to the Tutor and noted to the accompanying adult present in the house and the phone use should be exclusively for the learning purpose intended.

Fees and Payment

As agent for the Tutor, Headway Tutors manage the billing process as the payment agent. Headway Tutors will agree with the Client a fee based on an hourly rate and collect the fee from the Client by rendering an invoice at the beginning of each half term or another pre-agreed time.

Payment by the Client must be made within 10 days of the date of the invoice. Headway Tutors will provide email confirmation once payment has been received via our online portal TutorCruncher.

Headway Tutors will request the Clients debit or credit card details to guarantee payment for services via an opt in or out box on TutorCruncher. All debit or credit card details are not held by Headway Tutors but are instead encrypted with Bank Level security with our chosen card services provider (Stripe). Any card details which are collected may be charged in the event of late or non-payment. As such, Headway 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.

Hours recorded and submitted by the Tutor via the TutorCruncher Portal to Headway Tutors are visible to the Client by logging in to the Client's account.

The Client is responsible for ensuring that each invoice is accurate and if there are any discrepancies, the Client should notify Headway Tutors within 48 hours of the invoice being sent.

Any expenses must be agreed with the Tutor in advance. Travel and/or resource costs, if applicable, shall be agreed in advance between the Client and Headway Tutors (on behalf of the Tutor) and will also be added to the invoice.

In the event of late or non-payment of fees Headway Tutors reserve the right to suspend any provision for tuition provided by the Tutor(s) until full payment is received. This does not release the Client from their contractual obligations. Headway Tutors reserve the right to charge interest, late fees and/or administration costs to invoices that are 1 day or more overdue. Where payment is not completed in full by the required timeframe, Headway Tutors reserve the right to charge a £10 administrative fee every 30 days the balance remains unpaid in relation to chasing the outstanding balance. Headway Tutors also reserve the right to charge interest on outstanding balances at 4% above base rate per week. Furthermore, Headway Tutors reserves the right to recover any legal costs incurred in the recovery of debt. These costs will be recovered from the Client in full including legal and courts fees.

The Client agrees not to make any payments directly to the Tutor at any time. Headway Tutors reserves the right to claim back any payments which were made without our knowledge.

The first payment for lessons will be an advance payment of one part or full half term's Sessions hours charged via a Debit, Credit Card or BACS. In the event that a BACS payment has not been made, Headway Tutors reserves the right to charge any credit or debit card held.

Cancellations, illness and holidays

Cancellations should be made via email to info@headwaytutors.co.uk as well as directly with the Tutor.

Cancelling solely by phone conversation or SMS with the Tutor is not an effective cancellation since Headway Tutors may not be aware of it, or able to verify that it was made in the event of a dispute.

At least 24 hours' notice must be given by the Client to the Tutor and to Headway Tutors of the cancellation of a Session for any reason whatsoever (unless the cause is deemed by the Tutor to be unavoidable). If less than 24 hours' notice is given of a cancellation, the Client remains responsible for the full fee for the missed Session.

The Client must contact the Tutor to advise of any planned holidays giving a minimum of 24 hours notice.

Any cancellation due to illness should also be subject to this notice period however, the Tutor will endeavour to find an alternative date.

If the Tutor cancels their tuition mid course, Headway Tutors will endeavour to replace that Tutor as soon as possible, subject to availability.

A minimum of six weeks' notice must be given to end tuition, in writing to both the Tutor and Headway Tutors.

If a Session falls on a Bank Holiday or other national or religious holiday that either the Tutor or the Client wishes to observe, then an alternative Session must be arranged and Headway Tutors must be informed of any new arrangements.

Expenses

All expenses (including books and travel) must be agreed between the Tutor, the Client and Headway Tutors in advance. All agreed upon expenses will be added to the invoice as an 'ad hoc charge'. Any books or supplies purchased by the Tutor which are not agreed upon by the Client will not be reimbursed by the Client or by Headway Tutors. We request that, where possible, all receipts for travel and books are kept by the Tutor for accurate reimbursement. We also ask that these expenses are agreed in writing where possible to avoid future disputes.

Non – solicitation

The Client is not permitted to make private arrangements for tuition with a Tutor introduced by Headway Tutors, which includes payment of such sessions otherwise than to Headway Tutors in accordance with its Terms of Business. Should a Client breach this obligation, they will be liable to account to Headway Tutors for all sums paid to the Tutor without deduction and Headway Tutors shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement for a minimum of six months after termination.

Liability

As agent contracting on behalf of the Tutor, Headway Tutors will not be liable to the Client or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Tutor. By accepting these terms and conditions you agree to indemnify Headway Tutors, without limit, in respect of any such claims.

Headway Tutors will prepare their students academically to the best of its ability, but it does not accept responsibility for their performance in an examination. Headway Tutors does not accept any liability for the consequences of tuition, including, but not limited to, exam results and dissertation scores.

Termination

The Client hereby confirms that should they wish to serve notice of termination they will do so in writing via email to both Headway Tutors and the Tutor, giving no less than four weeks' notice, so that the Tutor may conclude his/her work with the student and plan his/her own commitments. This termination provision applies after your first Session. Written notice of termination can be emailed to info@headwaytutors.co.uk The notice will be deemed to have been received by Headway Tutors the second working day after the notice was sent.

If the Tutor, for any reason, has to stop tuition mid-course, Headway Tutors will endeavour in all cases to replace the Tutor as soon as possible, subject to availability, in order to minimise disruption to the student's progress. All of our Tutors have also agreed to follow a strict, detailed handover with the new Tutor.

Data Protection

Headway Tutors is registered under the Data Protection Act 2018 Information Commissions Office (ICO) to hold and use client data for the purposes of the services that it provides. Clients providing personal data to Headway Tutors are consenting to the use of that data by Headway Tutors for the purpose of effecting introductions to Tutors, for billing and fee collecting purposes and to enable Headway Tutors to contact the Client and/or Student from time to time. Where required for legitimate purposes in connection with Headway Tutors' business and subject to suitable safeguards that data may be transferred to others.

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 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

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 or by sending a request on TutorCruncher.

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 email us at info@headwaytuors.co.uk . 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.

Wellbeing Clause

For the safety and consideration of the Client, Student and Tutor, Headway Tutors reserve the right to move all home tutoring sessions to an online platform, in event of restrictions being imposed by the Government. This decision may be made prior to those restrictions being enforced if Headway Tutors feel this is the best course of action.

Clients, Students and Tutors must respect this decision and only return to home tuition once confirmed with Headway Tutors.

Headway Tutors will endeavour to ensure a consistent service throughout any such events.

HEADWAY TUTORS GROUP SESSIONS

General

Headway Tutor Group Sessions operate on a termly sign up basis.

Fees

Fees must be paid one half-term in advance. The Client is to give Headway Tutors permission to debit termly fees from the Client's credit or debit card monthly in advance.

The Client is to give Headway Tutors permission to debit fees from your card unless a BACS transfer is made within 10 days of invoicing.

Cancellations

Cancellations should be made via email to info@headwaytutors.co.uk **as well as directly with the Tutor.**

Cancelling solely by phone conversation or SMS with the Tutor is not an effective cancellation since Headway Tutors may not be aware of it, or able to verify that it was made in the event of a dispute.

All group sessions are chargeable and non refundable per half term. The Client remains responsible for the full fee for any missed Sessions.

The Client must contact *Headway Tutors* **the Tutor** to advise of any planned holidays at the beginning of each half term. A minimum of four weeks' notice must be given to end tuition, in writing to **both the Tutor and** Headway Tutors.