

Tutor Terms and Conditions for Headway Tutors

- Last Updated October 2020

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.

Tutors Terms and Conditions

General

The Tutors working with Headway Tutors have Self-Employment status in the UK and are responsible for their conduct with Clients organised through Headway Tutors.

Tutors are free to work with other employers, and Headway Tutors ask that they consider the effect of other commitments on their work with Clients introduced through Headway Tutors.

The Tutor agrees to be readily available by email and telephone with the Client and Headway Tutors (within business hours). If an email or telephone call is missed, the Tutor will contact the Client or Headway Tutors at his/her earliest convenience but within 24 hours.

Headway Tutors reserves the right to alter these terms and conditions. Headway Tutors will, however, notify you in writing of any changes.

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 you.

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

The Company: Headway Tutors

The Tutor accepts that Headway Tutors is providing an administrative role for the Client in which Headway Tutors will:

- negotiate with the Tutor on the Client's behalf to agree upon the terms and services the Tutor will provide;
- request monthly or regular feedback from the Tutor to ensure high tutoring academic standards are met;
- assume all financial roles with respect to tutoring payments;

- provide introductory liaison services between the Client and the Tutor; and
- act as the agent of the Client.

The Tutor will accept all reasonable requests, instructions and communications from Headway Tutors that are made on behalf of the Client.

Right to Work

Please note that students on Tier 4 Student Visa cannot be Self Employed and so cannot work for Headway Tutors without an employment contract. Please check your Visa before applying for work through Headway Tutors. By accepting work with Headway Tutors, you are agreeing that you have the right to be self-employed and must let a Director know if this is not the case. This will terminate your work with Headway Tutors and could violate your right to remain in the UK.

Introduction of Tutor to 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.

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). Headway Tutors acts as agent on behalf of the Tutor and the Client.

Tuition

It is understood that the Tutor will be prepared with a lesson, activities, and worksheets related to the subject curriculum for each Session.

The Client will not have any obligation to provide tutoring material for the Tutor unless otherwise agreed upon by both parties.

It is agreed that the Tutor shall, at all times, execute the Sessions to the highest standard.

The Client may elect to change Tutor after the first lesson if, in the opinion of the Client, the Tutor is not a good fit for the Student

The Tutor will not be held responsible for the Client's academic performance or exam success.

Safeguarding

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

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.

Cancellations, illness and holidays

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

Cancelling solely by phone conversation or SMS with the Client 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 to the Client by the Tutor and to Headway Tutors of the cancellation of a Session for any reason whatsoever (unless the cause is deemed by Headway Tutors to be unavoidable). If less than 24 hours' notice is given of a cancellation, the Tutor remains responsible for the full fee for the missed Session.

The Tutor must contact the Client to advise of any planned holidays giving a minimum of 6 weeks notice.

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

A minimum of six weeks notice must be given to end tuition in writing to 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.

Punctuality, Timing & Feedback

The Tutor shall make every effort to be:

- punctual;
- presentable and dressed in a respectable manner;
- polite, diligent, and helpful; and
- prepared for each Session.

If, for any reason, the Tutor is late for, or is unable to attend a Session due to circumstances beyond his/her control, the Tutor agrees to contact the Client to notify him/her of this delay or absence, regardless of Session type (in person or online). The Tutor will work with the Client to come to an agreement as to how he/she can make up for this lost time.

Using the Headway Tutors TutorCruncher, the Tutor will, to the best of his/her ability, electronically record what was instructed, completed, and observed throughout each Session. Using the Headway Tutors system, the Tutor shall keep an up-to-date record of these documents.

Where applicable, the Tutor agrees to use POGO Progress to monitor and track their student's progress and keep this up to date following every session.

All lesson reports should be completed by the Tutor within 48 hours of the lesson taking place on Tutorcruncher and POGO, and the lesson marked complete.

The Tutor agrees to be committed to the predetermined times and dates of tutoring Sessions.

The Tutor shall, at the request of the Client or Headway Tutors, provide to the Client or Headway Tutors, any reports and/or information regarding the Student's academic performance within Sessions.

Mobile Phones

Tutors 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 Client and noted to the accompanying adult present in the house and the phone use should be exclusively for the learning purpose intended.

Payment of Fees and Legal Considerations

The fees collected by Headway Tutors from the client on behalf of tutors are based on the number of hours delivered to the client by the tutor and the tutor's fees from the client will be paid on by Headway Tutors accordingly.

On the pre-determined dates, the Tutor must ensure that all Lesson reports are completed on TutorCruncher. If the lesson reports are not completed, the Tutor will not be paid for that Session. The Tutor will be paid by Headway Tutors directly via BACS transfer within 2 working days. Tutors will be paid based on the number of hours worked and recorded on TutorCruncher. Any sessions marked as complete after this cut-off date will be paid on the following pay cycle.

In order to receive payment, the number of hours claimed by the Tutor must be consistent with the payments submitted by the Client. In the event of a discrepancy, Headway Tutors will work diligently to resolve the problem.

Headway Tutors will not deduct Income tax from the Tutors monthly pay. It is the responsibility of the Tutor to declare his/her income with HMRC and pay the related taxes.

The Tutor will duly pay the tax and national insurance contributions which are due whether in the United Kingdom or elsewhere in relation to the payments to be made to the Tutor by Headway Tutors under this Agreement; and further agree to indemnify Headway Tutors in respect of all and any income tax and national insurance contributions which may be found due from Headway Tutors on any payments made to the Tutor under this agreement together with any interest, penalties or gross-up thereon.

Headway Tutors reserves the right to request National Insurance and Unique Tax Payer References on behalf of HMRC if asked to do so.

For the purposes of record keeping, you will account for the full fees due from the student as income and the commission as expenditure.

All payment arrangements between the Client and the Tutor shall be handled by Headway Tutors. The Tutor will not be paid directly by the Client. Headway Tutors sends an invoice to the Client, on behalf of and as an agent for the Tutor as soon as an arrangement is agreed. You will not be entitled to receive your fee until Headway Tutors has received payment from the client. If Headway Tutors does not receive payment in reasonable time, Tutors may obtain written permission from a Director of Headway Tutors to invoice the client directly.

The Tutor is not responsible, or permitted, to accept money from Clients. All payments are handled by Headway Tutors on a half-termly basis.

Should the Tutor receive direct payment from the Client, all sums received will be immediately payable to Headway Tutors and shall be actionable through the Courts without further notice to the Tutor. Any monies owed to the Tutor by Headway Tutors will be held until the dispute is resolved. Any fees, legal or administrative fees will be deducted or added.

Headway Tutors cannot guarantee that any direct payments will be verified, and accepts no responsibility in the case of a dispute arising from such a payment.

The Tutor is not permitted to speak to the client regarding payment matters.

The Tutor is responsible for all travel expenses. Headway Tutors will not cover these expenses.

All referrals payments will be made in the first pay cycle after the referred tutor has completed six weeks worth of tuition.

The Tutor acknowledges that he or she is in no way covered by the Client or Headway Tutors in any matter(s) of insurance and will obtain/purchase, should she/he deem appropriate, his/her own insurance policy in respect of any personal, liability, and/or third party claims.

The Tutor understands and agrees that he/she cannot and will not hold Headway Tutors responsible, legally or otherwise, for any matters relating to, or in connection with, their work and affiliation with Headway Tutors.

Truthfulness and Accuracy

The Tutor warrants and represents to the Company that all written and oral statements and information provided by the Tutor to the Company for the

purpose of or in connection with the Tuition, including (but not limited to) personal information about the Tutor and/or your qualifications, credentials, references and suitability for providing the Tuition were when provided, and remain, true, complete and accurate.

The Tutor guarantees that all information given to the Client (via Headway Tutors or otherwise), whether prior to or during a Session, is, to their knowledge, true and accurate in all respects.

If anything occurs which materially changes the information originally provided, such as but not limited to you being convicted of an offence subsequent to your DBS check, you must inform the Company of this information in order that the information provided to the Company about yourself remains truthful and accurate.

Contract Termination

The Tutor may, at any time, terminate this Agreement with Headway Tutors for reasons known to and agreed upon by both parties.

The Tutor must give a minimum of 6 weeks notice to Headway Tutors if they wish to discontinue tutoring a student. They also agree to provide a full and detailed handover to the replacement tutor.

The Tutor understands that if the Client is, in his/her reasonable opinion, not satisfied with the services provided by the Tutor, the Client must notify Headway Tutors of this dissatisfaction in writing. Headway Tutors will carry out all necessary steps to discontinue tutoring with the Tutor.

The Tutor hereby agrees that Headway Tutors may terminate this agreement with immediate effect if the Tutor:

- commits a serious or material breach of any of his or her obligations as a Tutor;
- repeatedly commits minor, but repeated breaches of obligations under this agreement;
- acts in such a way so as to discredit the Client or Headway Tutors' business or reputation; or
- is found guilty of any criminal offence.

The Tutor agrees that he/she will not provide paid tutoring services to any Headway Tutors clientele for a period of two years post resignation or termination.

If the Tutor ceases to work with Headway Tutors during a course of tuition, or ceases to work with a particular Student, either at their own behest or the

behest of the Client, and the Student is continuing with their course of tuition from Headway Tutors, the Tutor will draft a final report. This report will describe the work that the Tutor has done with the Student, and the work that remains to be done. It will describe the Student's areas of strength and areas of weakness. The aim of the report will be to enable a new Tutor to pick up where the old Tutor stopped.

Tutors are expected to be responsive when contacted by Headway Tutors. If you persistently fail to respond to communication from Headway Tutors (via email or telephone or both) then we reserve the right to remove you from our books.

Headway Tutors reserve the right to remove you from our books for breaching this agreement in any way. In addition, we reserve the right to remove you from our books due to unreasonable, inappropriate or rude behaviour such that we feel we are unable to act as your agent.

Confidential Information

The Tutor agrees at all times, during and after his/her time working with Headway Tutors, to not disclose to others confidential information or knowledge pertaining to the business affairs and operations of the Client, including but not limited to information about other Tutor(s), information about any Client(s) and their family/ies, Headway Tutors pricing policies, operational methods, marketing plans or strategies, future plans, and business acquisition and/or expansion plans.

Data Protection

Headway Tutors will use the information provided by the Tutors to carry out administrative tasks relating to finances, tutoring sessions, and communications with clients.

Headway 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 Headway Tutors for the purpose of effecting introductions to clients, for billing and fee collecting purposes and to enable Headway Tutors to contact the Tutor from time to time.

Once the programme and the Tutor's services have ended and/or terminated, the Tutor must dispose of all data, documents and information for the Client confidentially.

Non-solicitation

In consideration of Headway Tutors providing you with students, you are not permitted to make private arrangements for tuition with Clients introduced by Headway Tutors or with new Clients introduced by Headway Tutors Clients. Should you breach this obligation, you will be liable to account to Headway Tutors for all sums received by you from the Client/new client without deduction and Headway 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 Headway Tutors must be billed through Headway Tutors on your behalf. Headway Tutors is happy to negotiate on commission for new clients referred to you by our Clients but Headway Tutors must process the billing.

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.

If the Client requests for their own personal reasons, that the sessions are to move to online, the Tutor must respect this and endeavour to fulfil their requirements.

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.