Tutor & Client Agreement | Compass Tutors

DEFINITIONS

In this Agreement, the following definitions apply:

* “Compass Tutors” (also “the Company”) refers to the Company that liaises with the Tutor and the Client to facilitate the requested Services.
* “Tutor” refers to a person suitably qualified to provide the Services. Tutors are not employees or agents of the Company but are self-employed individuals who provide the Services.
* “Client” refers to the person requesting Services from a Tutor. The Client will often be a parent, guardian or nominee of the Student and acting on behalf of the Student. The Student can be the Client only once over the age of eighteen.
* “Services” refers to the requested requirements from the Client which is provided by the Tutor.

1. OBLIGATIONS OF THE COMPANY

1.1 The Company acts as an agent on behalf of the Tutor and the Client. The Company is only responsible for arranging for a Tutor for the Client, according to the subject, dates and times requested of the Services.

1.2 The Company is not responsible for the contents of the Services provided by the Tutor.

1.3 The Company will take all reasonable precautions to keep the details of the Tutor, the Client and the Students secure, but will not be liable for unauthorised access to the information provided by the Tutor, the Client and the Students.

1.4 The Company will verify the qualifications, references and DBS checks of all Tutors.

2. ONLINE SERVICES

2.1 Unless otherwise agreed in writing between the Company, the Tutor and the Client, the Services are to be carried out online.

2.2 In most cases, this will be via Skype and the Company will provide the Skype names of both Tutor and Client to each party after the Client has registered for Services.

2.3 The Tutor and Client are respectively responsible for ensuring they have the relevant technology for the provision of Services.

2.4 The Tutor is responsible for starting the online video call at the pre-arranged time.

2.5 The Client is responsible for ensuring the student is ready at the pre-arranged time and that all other appropriate materials (i.e. relevant books, pens and paper) are in place for the Services.

2.6 If the Client and Tutor both wish to use an alternative online platform, this may be done, and both parties will take reasonable steps to facilitate this.

2.7 The Company is not liable for any technical faults or issues with any of the online platforms that are used to provide the Services.

3. DETAILS OF SERVICES

3.1 The Company endeavours to train all Tutors in effective online teaching but cannot accept responsibility for the Services that the Tutor provides.

3.2 The Company will schedule a date and time, whether it be a unique Service or regular Services, with the Client for the Tutor to carry out the Services. The Company will make reasonable efforts to ensure that the Services are carried out on the agreed date and time, but events or circumstances can occur outside the control of the Company which may prevent the Services. (For cancellation policy, see paragraph 5.) If this happens, the Company cannot be held liable. However, the Company will endeavour to ensure the Services are provided as soon as reasonably possible, after appropriate consultation with the Client and the Tutor.

3.3 It is the Tutor’s obligation to engage in the training provided by the Company and use their skills to the best of their ability. The Tutor must also ensure they keep up their own subject knowledge and understanding of exam board specifications as required by the Services.

3.4 The Tutor as part of their provision of Services will write a monthly report, detailing the work done, the Student’s successes and the areas of focus in the next month.

3.5 It is the Client’s responsibility to ensure that the Student is engaged in the Services and completing required work. The Tutor cannot be held responsible if a Student is not completing required work for the Services.

3.6 The Company and the Tutor cannot guarantee or be held responsible for the Student’s progress, grade or success.

3.7 If a Client is dissatisfied with the Services of the Tutor, the Client should report their concerns to the Company. The Company, in consultation with the Client, will endeavour to satisfy their concerns as the Company deems appropriate.

3.8 The Company does not accept any liability for any claims (including damage and abuse) by the Client or the Tutor arising out of or related to the carrying out of the Services.

4. FEES AND PAYMENT

4.1 The billing process will be under the control of the Company. The fees, dependent of the Services, will be agreed upon by the Company and the Client at a rate on a per hour basis.

4.2 Payment for the first Service or for a unique service must be made in advance of the Service.

4.3 Payments must be made at the end of each month for regular Services and the Client will be invoiced in advance.

4.4 No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of session by the Student.

4.5 As part of the billing service, the Company will collect the fees from the Client and pass them on to the Tutor on a monthly basis, net of a commission.

4.6 Payments to the Tutor will only be made once the invoices have been paid by the Client.

4.7 The Tutor must not accept any payment direct from the Client. If this is breached, all sums received by the Tutor will be immediately payable to the Company and shall be actionable through the Courts without further notice.

4.8 The Tutor, as a self-employed individual, is responsible for paying their tax and national insurance contributions in the UK or elsewhere which are due in relation to their payments received from the Company. The Company cannot be held liable for the Tutor’s failure to do so.

5. CANCELLATION

5.1 The Client must provide 48 hours cancellation notice of any Services, under which the Company is entitled to request full payment for the Services be made.

5.2 The exceptions to the above are if a Student is unable, because of illness or for some reason outside of their control, to attend to the Service, full payment for the Service will not be requested. The Client shall give as much written notice as possible to the Tutor, and the Service will be postponed.

5.3 If the Tutor is unable to provide the Service due to illness or a reason outside of the Tutor’s control, the Tutor will endeavour to give as much written notice as possible to both the Company and the Client, and the Service will be postponed.

5.4 For the provision of the postponed Service in paragraphs 5.2 and 5.3, the Client and Tutor shall make every reasonable effort to agree a suitable time.

6. PRIVATE ARRANGEMENTS

6.1 The Client is not permitted to discuss or make private arrangements for Services with a Tutor introduced by the Company. If this obligation is breached, the Client will be liable to account to the Company for all sums privately paid to the Tutor without deduction. In addition, the Company shall be entitled to obtain an injunction against the Client to prevent further breaches. If this agreement is terminated, the obligation of non-solicitation shall continue.

6.2 The Tutor is not permitted to offer private arrangements for Services with a Client introduced by the Company. If this obligation is breached, the agreement will be terminated immediately.

7. TERMINATION

7.1 The Company requests that the Tutor and Client give four weeks written notice if either party wishes to terminate a Service. The Company will then be responsible for informing the relevant party of the termination of the Service.

7.2 Immediate termination of Services, without refund of monies paid, can be issued if;

a. The Company, Tutor or Client are in breach of these terms and/or the Company’s Child Protection and Safeguarding Policy.

 b. The Company, Tutor or Client is the subject of a bankruptcy petition or order.

c. The Company, Tutor or Client are under investigation or critique for ill-behaviour, including criminal activity.

d. The Client suspends, or threatens to suspend, payment of their debts or attempts to reschedule their debts.

e. Evidence of solicitation (as outlined in paragraph 6).

f. The Client is materially dissatisfied with the Services provided by the Tutor.

g. The Tutor has been negligent in the provision of the Services.

i. Breach in safeguarding or child protection issues (as outlined in paragraph 9).

8. CONFIDENTIALITY

8.1 The Client and Tutor shall not disclose any confidential information concerning the Company, the Clients, the Tutors, the students or affairs of Compass Tutors during this agreement and for a period of five years after termination of agreement.

8.2 The Tutor shall not use the confidential information of the Company for any other purpose than to perform the obligated Services under this agreement.

9. CHILD PROTECTION AND SAFEGUARDING

9.1 The Company is committed in developing good practice and safe procedures for the provision of the Services.

9.2 The Client takes responsibility for the protection, safeguarding and wellbeing of the Student during the Services. This includes if the Client chooses to leave the student on their own during the Services. The Company recommends that the Client never leaves the student in the sole care of the Tutor.

9.3 The Company cannot be liable or responsible for any occurrences of child protection.

9.4 The Tutor is to be treated with respect and fairness by the Student / Client and will not be subjected to abusive behaviour or language.

9.5 Tutors may cancel Lessons if no parent or legal guardian is present during a Lesson with a Learner who is under 18 and they or the Learner do not feel comfortable to continue.

9.6 Tutors must comply with the The Tutors' Association Child Protection Policy, whether or not they are a member of The Tutors' Association, and all relevant legislation and government guidance. The Policy can be found at this link: <https://img1.wsimg.com/blobby/go/1a668a6b-1c3c-4fdd-ad54-243a369a420a/downloads/1cksgq6k5_30316.pdf>

9.6 If the Tutor has a concern regarding child protection, they should contact the Company immediately.

10. DATA PROTECTION

10.1 The Tutor consents to their personal data (including email and mobile number) being stored by the Company and shared with the Client for the provision of Services and to make contact for Services.

10.2 The Client consents to their personal data (including email and mobile number) being stored by the Company and shared with the Tutor for the provision of Services and to make contact for Services.

10.3 The Tutor and Client recognise they will need to provide personal information, including bank details, to the Company for fees and payment for the Services.

10.4 The Tutor and Client both agree to read and adhere to the Privacy Policy of the Company.

10.5 In no event (including the Company’s negligence) will the Company be liable for any:

* economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
* loss of goodwill or reputation;
* special, indirect or consequential losses; or
* damage to or loss of data (even if the Company has been advised of the possibility of such losses).

11. IMPLEMENTATION AND MONITORING OF AGREEMENT

11.1 The Company has overall responsibility for implementing and monitoring this agreement, but both the Tutor and Client have responsibility in ensuring it is upheld.

11.2 The Company reserves the right to alter this agreement. The Company will notify all parties of changes to this agreement. Unless otherwise put in writing by a director of the Company, this agreement will prevail over any other terms of business suggested by the Tutor or the Client.