

ELEMENTAL TUITION LTD

Client Terms & Conditions

These are the terms and conditions ("Terms") on which we supply our Services to you. Please read these Terms carefully before you submit your request for Services to us. These Terms tell you who we are, how we will provide Services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1. These Terms

1.1 WE PARTICULARLY BRING YOUR ATTENTION TO CLAUSE 12 WHICH SETS OUT THE LIMITS OF OUR LIABILITY TO YOU.

1.2 We are Elemental Tuition Ltd, a company registered in England and Wales under company registration number 16953077. Our registered office is at 167–169 Great Portland Street, 5th Floor, London, W1W 5PF.

1.3 You can contact us by telephoning our customer service team at 07393730143 or by writing to us at info@elementaltuition.com.

1.4 If we have to contact you, we will do so by telephone, WhatsApp or by writing to you at the email address you provided to us in your request for Services.

1.5 When we use the words "writing" or "written" in these Terms, this includes emails and messages sent through our website.

1.6 When we use the words "including", "include", or "for example", such expression shall be construed as illustrative and shall not limit the general effect of the words which precede them so that any examples given are not exclusive or limiting.

1.7 When we use the term "Tutor" in these Terms, this means a person introduced by us to you for the purpose of being engaged by you as a tutor, whether or not actually engaged by you as a tutor.

1.8 When we use the term "engagement" or "engage" or "engaged" in these Terms, this means the engagement (including the Tutor's acceptance of your offer), employment or use of the Tutor by you or by any third party to whom you have introduced the Tutor.

1.9 When we use the terms "introduction", "introduce" and "introduced" in these Terms, this means the passing of a curriculum vitae (CV) or information about the Tutor to you (whether verbally or in writing), or the interview of a Tutor by you, whether in person, by telephone or by any other audio or visual means and, in either case, which leads to the engagement of the Tutor.

1.10 These Terms supersede all previous terms and conditions of business in respect of the subject matter of this Agreement whether written, oral or implied and prevail over any other terms and conditions unless expressly agreed otherwise in writing by a director of Elemental Tuition Ltd.

1.11 These Terms may be amended and/or updated from time to time, but we will always endeavour to provide you with notice if they do change. You should also review our website periodically to see whether any changes have been made to these Terms.

2. Acceptance of Terms and Conditions

2.1 You (the student if aged 18 or over, or the parent or legal guardian of the student) will be deemed to have accepted and agreed to these Terms on the earlier of: you electronically accepting these Terms (including by email or our website); you submitting a registration form to us; you asking us to introduce Tutors to you, or asking us to arrange an interview with a Tutor; when you arrange a session of tuition ("Lesson") with a Tutor introduced to you

by us; by engaging or continue to engage a Tutor following an introduction by us; or, by passing any information about a Tutor to any other person following an introduction.

3. Our Services

3.1 We provide services to families which include the introduction of Tutors to be engaged by a parent/legal guardian/client for the purposes of providing tuition to a child/student/adult learner ("Services"). For the purposes of these Terms, we are acting as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973).

3.2 Following your request for a Tutor, we will endeavour to provide a suitable Tutor and will email you to acknowledge receipt of your request and set out the next steps of the process. You may then contact one or more of the Tutors to arrange a free call and subsequently to engage a Tutor to provide Lessons.

3.3 We will not supply a Tutor to you, such that an engagement starts, without first obtaining confirmation of the Tutor's identity, that they are willing to work in the role you wish to engage them in and that they have the experience, training, qualifications and any authorisation which you consider necessary for the role or which are required by law or any professional body. The information which we obtain for the purposes of this clause will be provided to you as soon as possible, being not later than required by law.

3.4 We will require you to provide us with information to enable us to select a suitable Tutor for the role you require including the date on which you require the Tutor to commence Lessons and the likely duration and frequency of such Lessons; details regarding the subject and level of the Lesson, the location, hours and any risks to health and safety known to you and the steps taken to control such risks; details of the experience, training, qualifications and any authorisations which you consider necessary, or which are required by law or any professional body for the Tutor to possess to provide the Lessons, whether the Tutor will be working with a minor or other vulnerable person (defined as someone who by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention) and details of any expenses payable (if applicable).

3.5 The Tutor is self-employed and will be engaged directly by you to provide tuition on a frequency to be agreed by you and the Tutor (each attendance being a "Lesson"). The Tutor does not have the authority to bind Elemental Tuition Ltd in any way. We will not and we have no authority to enter into any contract directly with the Tutor on your behalf.

3.6 The Tutor is responsible for co-ordinating the Lessons with you and will request the necessary background information from you and/or the student nominated by you, from time to time.

3.7 Provision of teaching and learning resources used in the Lessons will be provided directly by the Tutor to you. No teaching or learning resources are provided by Elemental Tuition Ltd to you.

3.8 Lessons are usually held online. Lessons can also take place at an agreed venue e.g. office workplace.

3.9 If our supply of the Services to you is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for any Services you have paid for but not received.

3.10 We shall use all reasonable endeavours to introduce suitable Tutors to you but we do not guarantee that a Tutor is available to accept any engagement.

3.11 The details we provide to you are confidential. You must not supply or provide any information that relates to or helps identify a Tutor to any other person, school, firm or company. If you do provide such information to a third party and pursuant to that introduction, the Tutor is engaged within 12 months of the date of the original introduction by us to you, you shall be responsible for paying the Agency Fee on all Lessons arising as a result of such introduction.

4. Fees

4.1 There is no requirement for you to pay any registration fees up front for the use of our website.

4.2 The tuition fee per hour ("Tuition Fee"), is agreed by you and the Tutor in advance of the Lesson.

4.3 The fees for the Services (the “Agency Fee”), which you will be responsible for paying in addition to the Tuition Fee will be confirmed in writing at the same time as the Tuition Fee is confirmed. The Agency Fee is inclusive of VAT where applicable.

4.4 The Agency Fee is still payable if a Tutor is engaged in a position other than the one originally intended.

4.5 We recommend the use of a payment system called Stripe Payments Europe Ltd (“Stripe”) (the “System”) which allows you to pay the Agency Fee and the Tuition Fee at the same time. We are not responsible in any way for provision of the System and your use of the System is subject to the terms and conditions of agreement provided by Stripe.

4.6 Payment of the invoices will be taken through the System in accordance with the terms agreed with the System provider. If you do not wish to use the System please contact us to agree an alternative means of payment of the Agency Fee and you will need to contact the Tutor to arrange direct payment of the Tuition Fee to the Tutor.

4.7 You will be liable for payment of all Tuition Fees directly to the Tutor and we will not receive payment of the Tuition Fee on behalf of the Tutor or be responsible for paying the Tutor. If you pay the Tuition Fee and the Agency Fee via the System, the Tuition Fee will be sent directly to the Tutor.

4.8 If the rate of VAT changes between the date you request the Lesson and the date the relevant Lesson is provided, the rate of VAT that you pay will be adjusted to the current rate on the date the Lesson is provided, unless you have already paid the Agency Fee for the Lesson in full before the change in the rate of VAT takes effect.

4.9 If we are unable to collect any payment you owe to us by the due date, we reserve the right to take payment directly from the card held on file with Stripe (provided you have authorised such payments to be made through Stripe) and we may charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay us the interest together with any overdue amount.

4.10 If you engage or re-engage a Tutor that we introduce to you within a period of 12 (twelve) calendar months from the later of our introduction to you of that Tutor or the last use of that Tutor by you, whether or not you have notified us of that engagement, a fee for our Services (calculated on the basis set out in clause 4.3 in respect of all Lessons that have taken place) will be charged to you.

5. How We May Use Your Personal Information

5.1 We will only use your personal information as set out in our Privacy Notice which you can access on our website.

6. Cancellation and Termination

6.1 Cancellation of our Services – You have a legal right to change your mind about receiving our Services within 14 days after the date we confirm your request for Services but once the services have been completed, you lose the right to cancel the Service, even if the cancellation period is still running (for example, our Services are completed when we introduce a Tutor to you and/or if you tell us that you no longer want us to continue to search for Tutors). You must pay the Tuition Fee and Agency Fee for all Lessons provided up to the time you cancel.

6.2 Cancellation of the Tutor – We recommend that you give “reasonable” notice if a Lesson needs to be cancelled. We also recommend the same “reasonableness” if the Tutor needs to cancel at the last minute. To do this, we encourage both parties to discuss and agree what is reasonable notice for them in the initial meeting. We also recommend agreeing a clear process for communicating any cancellations, e.g. sending an SMS text or phone call etc.

6.3 Our suggested cancellation guidelines are:

- Up to 24 hours before Lesson – no charge
- Less than 24 hours before Lesson or no-show – 100% of the Tuition Fee

6.4 There may be extenuating circumstances e.g. illness or emergencies which may override this.

6.5 If you wish to terminate your engagement of the Tutor, you should contact the Tutor directly.

6.6 If a Tutor, for any reason, has to stop tuition, please contact us and we will endeavour to find you a new Tutor, as soon as possible, subject to availability, in order to minimise disruption to the student’s progress.

6.7 If you change your mind about receiving the Services please contact our Customer Service Team at info@elementaltuition.com to tell us.

7. If There Is a Problem with Our Services

7.1 If you have any questions or complaints about the Services, please contact us at info@elementaltuition.com.

7.2 We are under a legal duty to supply services that are in conformity with this agreement. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat a service if it is not carried out with reasonable care and skill or get some money back if we can't repeat the service.
- b) If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- c) If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

8. Changes to the Services

8.1 We may make changes to the Services to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements.

8.2 If we make any other changes to the Services or these Terms, we will notify you and you can then contact our Customer Service Team at info@elementaltuition.com to end the Agreement before the change takes effect and if applicable to receive a refund of any sums you have paid in advance for Services not received.

9. Suspension of the Services

9.1 We can suspend the supply of the Service to deal with technical problems or make minor technical changes or to update the Services to reflect changes in relevant laws and regulatory requirements or to otherwise make changes to the Services.

9.2 We will contact you in advance to tell you if we are suspending supply of the Services unless the problem is urgent or an emergency. If we suspend the Services, you can contact our Customer Service Team by writing to us at info@elementaltuition.com to end the Agreement and we will refund any sums you have paid for in advance but not received.

10. Ending the Agreement

10.1 We can stop providing the Services and if we do, we will give you reasonable notice and refund any sums you have paid in advance for Services which will not be provided.

10.2 We can end our agreement with you and claim any compensation due to us if:

- you do not make any payment to us when it is due and you still do not make payment within 14 days of our reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services.

11. Your Responsibility for Tutors

11.1 We endeavour to introduce to you only the most suitable Tutors; however, you must satisfy yourself as to the suitability of the Tutor prior to making an offer of engagement to the Tutor. You are responsible for checking any references provided by the Tutor before engaging such Tutor. You should always check carefully all relevant information and documents in relation to a Tutor before you choose to enter into an arrangement with the Tutor and you should verify the Tutor's references and copies of relevant qualifications or authorisations.

11.2 The Tutor is directly engaged by you 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 addition, a Tutor cannot be held responsible for chaperoning minors, nor guarding a house and household effects while tutoring.

11.3 You acknowledge that your contract for the provision of the tuition is directly with the Tutor and not with us. We strongly recommend that you agree a written contract with the Tutor for the provision of the Tutor's services. You agree that we are not responsible for the performance of any obligations agreed to, or impliedly agreed to, between you and the Tutor.

11.4 Before we provide a Tutor's contact details to you, we will:

- obtain two references from non-family members of the Tutor;
- obtain the referees' agreement that the references can be disclosed to you;
- carry out an Enhanced DBS check in relation to the Tutor; and
- obtain copies of any relevant qualifications or authorisations of the Tutor and offer to provide copies of those documents to you.

11.5 If we have taken all reasonably practicable steps to obtain such information and have been unable to do so fully, we will inform you of the steps taken to obtain the information in any event. Notwithstanding the above, we cannot guarantee that the information submitted by the Tutor is accurate and we shall not be responsible for any false or misleading information provided by the Tutor.

11.6 We will notify you in writing without delay if at any time during this Agreement or for a period of up to 3 months following an introduction, we become aware or have reason to believe that a Tutor is not suitable for an Engagement.

12. Our Liability

12.1 We are responsible for losses you suffer caused by us breaking this Agreement unless the loss is:

- Unexpected – It was not obvious that it would happen and nothing you said to us before we accepted your instructions meant we should have expected it (so, in the law, the loss was unforeseeable).
- Avoidable – Something you could have avoided by taking reasonable action, including following our reasonable instructions.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Services as set out in the box above.

12.3 We are not liable for business losses. We supply the Services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 Subject to clause 12.2, we do not accept any liability for any kind of inconvenience, loss, expense, costs or damage which may be suffered or incurred by you arising from or in any way connected with us seeking a Tutor for you or from the introduction to or engagement by you of any Tutor or from our failure to introduce a Tutor to you or for any act or omission of a Tutor introduced to you by us, and we offer no warranty in respect of the suitability, honesty, capability or character of any Tutor introduced by us as part of the Services who is subsequently engaged by you. Tutors are not employed by us.

13. Other Important Terms

13.1 All communications, whether written or oral and however communicated, are confidential between us. If you share any information, including details of Tutors or recommend a Tutor to a third party which results in use of that Tutor by a third party, then you will be liable to us for the Agency Fee as if you had engaged the Tutor directly, and these Terms and conditions shall apply to such placement accordingly.

13.2 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

13.3 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

13.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 These Terms are governed by English law and you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

13.7 You will be deemed to have accepted these Terms upon the earlier of (1) you engage Elemental Tuition Ltd to supply our Services, (2) you continue to engage with a Tutor previously introduced by Elemental Tuition Ltd.

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