

These terms and conditions govern your use of our services and by working with us you accept them in full.

DEFINITIONS

1. 'Cheshire English Tutor' is the tutoring company and is currently a sole trader with a registered address of 5 Victoria Street, Knutsford, WA16 6HY.
2. 'Client' The person or persons who request, arrange and pay for the private tuition.
3. 'Student' The person receiving private tuition from Cheshire English Tutor.
4. 'Tutor' This is an abbreviation of Cheshire English Tutor at present.

CHESHIRE ENGLISH TUTOR TERMS AND CONDITIONS

The following arrangements are understood and agreed by both parties, Cheshire English Tutors and the Client:

1. **General**
The client will enter into an agreement for tuition services at an agreed rate with Cheshire English Tutors. A contract will be signed to verify this to the satisfaction of both parties.
2. **Tutoring**
Cheshire English Tutor will provide a full plan and deliver sessions at agreed times with opportunities for revision and discussion of progress periodically.
3. **Environment**
Most lessons take place at the location of Cheshire English Tutor in a light, fully accessible space. Should lessons take place in the client's home, it is important to understand that I cannot be held responsible for chaperoning minors, nor guarding a house and household effects while tutoring. Please ensure that a responsible adult is on the premises at all times. Please note that no insurance claims can be made against the tutor for any accidents within the premises where the lessons are to take place, either his or the client's.
4. **Payment**
Payment for each session should be made in full at the completion of that session. The client may wish to agree a pre-payment plan for a sequence of sessions, depending on the frequency and length of these sessions. The terms of payment and terms governing lessons, cancellations and other relevant matters are detailed in the contract signed between both parties when we start working together.
5. **Cancellation policy**
The Client may cancel a lesson provided that a minimum 24 hours written notice is given. Cancellations outside this time frame mean the scheduled session is chargeable at the full rate. In the event of repeated cancellations, Cheshire English Tutor has the right to sever the contract with immediate effect and no financial penalty.
6. **Damages**
Cheshire English Tutor accepts no liability for any claims by the client arising out of or related to the tutoring done for the client and you the client agree to indemnify Cheshire English Tutor without limit in respect of any such claims.

7. Confidentiality

You, the client, undertake that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Cheshire English Tutor, except that you may disclose Cheshire English Tutor's confidential information as may be required by law, court order or any governmental or regulatory authority. You shall not use Cheshire English Tutor's confidential information for any purpose other than to perform your obligations under this agreement.

GENERAL

Cheshire English Tutor reserves the right to alter these terms and conditions. Unless otherwise agreed in writing by a Director of Cheshire English Tutor, 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 Cheshire English Tutor.

These terms and conditions form the agreement between us for the supply of tuition services to the client and are deemed to be accepted by the client by virtue of signing these terms and conditions at the outset of the agreement to accept my tutoring services.

This agreement and (any documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.

If any provision of this agreement is, or becomes, to any extent illegal, invalid or unenforceable, then it is the intention of the parties that this agreement shall be deemed amended in a reasonable manner to the extent necessary to render it enforceable without losing its intent, or at the discretion of the parties or the determination of the Court, such provisions shall, to the extent of the unenforceability, be deemed not to form part of the agreement. In either case, such provisions will not affect the legality, validity or enforceability of any other provision of this agreement, which shall continue in full force and effect.

This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

This agreement and any dispute, claim, payment or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts for the purposes of resolving any such matters.