

These terms and conditions govern your use of our services. By using our services, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our services.

#### DEFINITIONS

1. 'English Tutor Cheshire' 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 English Tutor Cheshire.
4. 'Tutor' This is an abbreviation of English Tutor Cheshire at present.

#### CHESHIRE ENGLISH TUTOR TERMS AND CONDITIONS

The following arrangements are understood and agreed by all parties, English Tutor Cheshire, Client and Student:

##### **1. General**

The Client will enter into an agreement for tuition services at an agreed rate with English Tutor Cheshire. These terms constitute the agreement in full between the relevant parties.

##### **2. Tutoring**

English Tutor Cheshire will provide a full plan and deliver sessions at pre agreed times to that plan, with opportunities for revision and discussion of progress periodically. In addition, the Tutor will prepare and mark materials outside session times and this shall be included in the price of the sessions agreed.

The Student agrees to assist the Tutor in identifying areas in which the Student needs specific tutoring and to undertake all work and assignments to deadlines agreed with the Tutor.

##### **3. Environment**

Most lessons take place at the location of English Tutor Cheshire in a light, fully accessible space with privacy and access to wifi and printers. Should lessons take place in the Client's home, it is important to understand that English Tutor Cheshire 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.

Online lessons in which Tutor and Student are at separate physical locations and conduct the session via the internet are offered too. Each party shall be responsible for its own costs with regard to internet data and any software subscriptions for learning platforms used. Should any sessions need to be recorded, English Tutor Cheshire must receive written permission to do so from the Student or the Client if the Student is a minor.

#### **4. Payment and Fees**

Payment for each session should be made in full at the completion of that session. The Tutor reserves the right to cancel future sessions if this requirement is not met.

The Client may wish to agree a pre-payment plan for a sequence of sessions, depending on the frequency and length of these sessions.

Fees are agreed at the outset but may be adjusted from time to time and shall become effective after having given the Client 28 days' written notice.

#### **5. Cancellation policy**

The Client may cancel a lesson with 24 hours' notice. If the Client cancels a lesson with less than 24 hours' notice, English Tutor Cheshire may charge for half the cost of the scheduled session. It is accepted that sometimes an online lesson cannot be conducted because of circumstances beyond either party's control, such as a power outage or interruption to broadband or data. In these cases, English Tutor Cheshire may waive any cancellation charges for the Client.

English Tutor Cheshire has the right to forgo payment for a lesson cancelled with less than 24 hours' notice if he believes there is a justifiable reason for the late cancellation.

#### **6. Damages**

English Tutor Cheshire accepts no liability for any claims by the Client arising out of or related to the tutoring done for the Client and the Client agrees to indemnify English Tutor Cheshire without limit in respect of any such claims.

#### **7. Confidentiality**

Client and Student 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 English Tutor Cheshire, except that you may disclose English Tutor Cheshire confidential information as may be required by law, court order or any governmental or regulatory authority. You shall not use English Tutor Cheshire confidential information for any purpose other than to perform your obligations under this agreement. English Tutor Cheshire shall keep confidential all information of the Client and Student and shall contact other parties involved in the education of the Student only if given written permission by the Student (or Client if the Student is a minor) to do so.

#### **GENERAL**

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

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 once the tuition services between the parties commence.

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.