

Terms and Conditions between Tutor and Client for Tuition Services

Between:

- (1) the "Client"); and
- (2) the "Tutor".

Background:

- (A) The Tutor shall provide the Tuition Services for the Client in accordance with the terms of these General Terms and Conditions which is a contract for services. This follows an Introduction of the Client to the Tutor by TTA Member] (the "**Tutoring Company**") acting as an employment agency.
- (B) These General Terms and Conditions shall apply to any and each Assignment agreed between the parties
- (C) For the avoidance of doubt, each Assignment which the Tutor accepts shall be treated as an entirely separate and severable engagement and no contractual relationship shall exist between the Client and the Tutor between Assignments.
- (D) Tuition Services under these General Terms and Conditions may, for reasons of convenience (if the parties so wish), be paid for via a third party, but the parties acknowledge and accept that any payment relating to Tuition Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the Agreement between the Tutor and Client and not under any agreement between the Client and any third party (including for the avoidance of doubt the Tutoring Company).
- (E) The Tutor represents that the Tutor supplies Tuition Services on an independent self-employed basis and that the Tuition Services do not involve the Tutor or any Representative working for and/or under the supervision, direction or control of any person.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In these General Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

"Application Documents" means any tender documentation, application form or other written information provided by the Tutor to the Client (via any third party or otherwise) about the self-employment, tax status, experience, training, qualifications, authorisations and general suitability of the Tutor and any Representative for performing the Tuition Services.

"Attendance Module" means any system from time to time applicable to the Assignment that is used to record the time and attendance details of Tutors on Assignments, from which electronic timesheets are generated.

"Assignment" means an Assignment with the Client on the terms set out in the Assignment Details and otherwise subject to these General Terms and Conditions. Each individual Assignment shall constitute a separate agreement.

"Assignment Details" means details as may be agreed by the parties relating to the Assignment and including start time, end time, type of work including the structure of the day, any additional requirement such as home visits, administrative tasks, follow ups, telephone consults, prescriptions etc., number of patients to be seen in the time, location, travel information to the practice, Fee, and health and safety details.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time..

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

"Fee" means the hourly/daily/weekly charge for the Tuition Services as set out in the Assignment Details.

"General Terms and Conditions" means this agreement between the Client and the Tutor comprising the terms set out in this document.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would reasonably be expected from a suitably skilled and experienced person engaged in the Tuition Services or the same or similar type of services as the Tuition Services.

"Home School Tuition" means Tuition Services in the form of a lesson or series of lessons for the Client at one or more Locations where the Tutor is required to remain available at the Tuition Location between tuition sessions. For the avoidance of doubt, unless expressly stated otherwise in the Assignment Details, it shall be assumed that there is no obligation for the Tutor to remain available between tuition sessions and the provisions for Hourly Tuition rather than Home School Tuition shall apply.

"Hourly Tuition" means Tuition Services in the form of tuition sessions taught on an hourly basis at the Location where there is no agreement and/or expectation that the Tutor will need to remain available between two or more such tuition sessions.

"Location" means the location where the Tuition Services are to be performed and if they are to be delivered face to face or online as set out in the Assignment Details

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims); the term **"Losses"** shall be construed accordingly.

"Off Payroll IR35 Legislation" means the legislation known as the Off-Payroll Working Legislation, including under ITEPA Part 2 Chapter 8 (Application of Provisions to Workers Under Arrangements Made by Intermediaries) and, (Application of Provisions to Workers' Services Provided Through Intermediaries to Small Clients) or, as applicable, Part 2 Chapter 10 (Workers' Services Provided to Public Sector) and, (Workers' Services Provided Through Intermediaries to Public Authorities or Medium or Large Clients); s688AA of ITEPA; and any regulations that may be implemented in accordance with the Off Payroll Working Legislation.

"Outside IR35" means where the circumstances under which the Tutor (providing its services via a Supplier) will provide the Tuition Services under the Assignment are such that the requirements set out in sections 49 and 50 or s61M of the Off Payroll IR35 Legislation are not satisfied.

"PSC Contractor" means a Tutor who controls and directs a limited company through which they contract and offer their services on an independent business to business basis.

"PSC" means the limited company through which a PSC Contractor operates.

"Representative" means in relation to a Tutor who is a PSC Contractor, the individual to whom the PSC Contractor delegates or subcontracts the performance of the Tuition Services and named as such in the Assignment Details.

"Tuition Services" means the lesson or series of lessons to be delivered by the Tutor for the Client as detailed in the relevant Assignment Details comprising Hourly Tuition or Home School Tuition.

"Third Party Payment Provider" means Stripe Connect

"Vacancy" means the specific details of a potential Vacancy with the Client (including Assignment start time) (in respect of which the Client has issued a vacancy notification).

- 1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in these General Terms and Conditions is as defined in the Assignment Details.
- 1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these General Terms and Conditions) and all subordinate legislation made (before or after these General Terms and Conditions) under it from time to time.
- 1.4 Where the context permits, words denoting:
 - (a) persons shall include bodies corporate and unincorporated associations of persons;
 - (b) the singular includes the plural and vice versa; and
 - (c) one gender shall include any gender.
- 1.5 The Tutor acknowledges and agrees that the terms of these General Terms and Conditions shall apply to each Assignment. In the event of any conflict or inconsistency between the Assignment Details and the terms in these General Terms and Conditions, the terms of the Assignment Details shall take precedence.
- 1.6 Where the Client engages the services of a Tutor via a Supplier (and such Supplier is engaged on the basis of these General Terms and Conditions) then:
 - (a) references in these General Terms and Conditions to the Tutor shall refer to the Supplier; and
 - (b) the Supplier agrees that it shall procure that the Tutor shall comply with the terms of this Agreement as if it were a party to it in place of the Supplier.

2. Tutor's Obligations

- 2.1 The Tutor shall (and shall procure that any Representative shall):
 - (a) throughout the term of each Assignment under these General Terms and Conditions supply the Tuition Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Tuition Services are performed;
 - (b) comply with all health and safety, site and security regulations applicable at the Client Location(s) to the extent that they apply to the type of work required for the provision of the Tuition Services and report to the Client any unsafe working practices or conditions;
 - (c) comply with all the Client regulations, policies and protocols as notified by the Client from time to time except where such regulations and policies relate solely to employees of the Client;
 - (d) promote the interests of the Client and not engage in any conduct detrimental to the interests of the Client, including, without limitation, any conduct likely to bring the Client into disrepute;
 - (e) use all reasonable endeavours to provide at least 24 hours notice (as required by the Client, including by telephone to the Client) to the Client of any period during which the Tutor will be unavailable, unable or otherwise unwilling to perform the Tuition Services, giving the reason;

- (f) supply to the Client copies of any relevant qualifications or authorisations that the Tutor is required by the Client or by law or any professional body to have in order to provide the Tuition Services;
- (g) where necessary, provide at its own cost all such equipment as is reasonable for the adequate performance of the Tuition Services; and
- (h) indemnify the Client against all Losses incurred by any of them arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or the Tutor.

3. **Client Obligations**

3.1 The Client shall:

- (a) carry out risk assessments of the Tuition Services to be undertaken and notify the Tutor and Representative immediately of any specific or potential hazards relating to the Assignment and any precautions the Tutor and Representative should take in relation to such risks;
- (b) not allow the Tutor or Representative to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Tutor and Representative of any risks identified;
- (c) if applicable, make clear before the Assignment to the Tutor and Representative what rules (including but not limited to health and safety, site and security policies, procedures; and regulations) apply in respect of the Location(s);
- (d) (if available) make appropriate Attendance Module entries verifying the number of hours worked by the Tutor/ Representative and evidencing satisfactory performance of the Tuition Services by the Tutor/Representative;
- (e) use its reasonable endeavours to resolve any reports made by Tutor in accordance with clause 2.1(b); and
- (f) provide customary support and training and a physical tour of all premises and systems at the start of the Assignment.
- (g) Agree to pay for any scheduled sessions that are cancelled with fewer than 7 days notice.

4. **Payment of fees**

4.1 The Tutor shall issue invoices to the Client (including, where the parties opt to use the same, via Stripe Connect or in such manner as may from time to time be agreed). Such invoices shall be calculated on the basis of the number of hours/days/weeks worked by the Tutor/Representative, as recorded in the Attendance Module or other system agreed by the parties. At the option of the Tutoring Company the Tutoring Company may also issue from time to time a statement setting out the sums payable to the Tutor by the Client.

4.2 Unless clause 7.1 applies, subject to the Tutor performing the Tuition Services in accordance with these General Terms and Conditions, the Client will pay the Tutor's invoices by the date specified on the Assignment Details.

4.3 The Tutor shall raise any queries or disputes in relation to entries made in the Attendance Module (or such other system agreed by the parties) by the Client immediately.

4.4 The Tutor shall be entitled to claim from the Client any reasonable expenses incurred in connection with the performance of the Tuition Services provided that the Assignment Details allow for such payment and provided that details of these reasonable expenses (and any appropriate receipts) are given to the Client at such time and in such form as required by the Client. Failure to notify the Client of expenses prior to the start of the Assignment (and/or provide legitimate receipts) as required and/or in good time may result in expenses not being payable.

4.5 VAT shall be charged as applicable.

5. Tutor's status

5.1 The parties acknowledge that the Tutor (and as the case may be, the Representative) is not the employee, worker, agency worker, agent, partner or servant of the Client and accordingly:

- (a) these General Terms and Conditions are not an exclusive arrangement and (subject to clause 2.1(d) nothing in these General Terms and Conditions shall prevent the Tutor from engaging in other services for any third party;
- (b) the Client is not obliged to engage the Tutor or Representative for the provision of services nor is the Supplier or the Tutor or Representative obliged to provide services to the Client beyond the termination or expiry of an Assignment;
- (c) any Supplier shall comply with all legal and fiscal obligations including but not limited to the Working Time Regulations 1998 and any requirement to register residency, any requirements under the Pensions Act 2008 and any requirements under the AWR to the extent the Tutors work under the supervision and direction of the Client such that the AWR apply, (which the parties agree is not contemplated by the parties to be the case);
- (d) the Tutor shall account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) payable in respect of sums paid to the Tutor or (in the case of a Supplier only) by it to the Tutor or to the Tutor directly in connection with this Assignment;
- (e) the Tutor shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "**Act**") in all relevant respects and, if the Tutor or Representative is subject to immigration control for the purposes of such Act, the Tutor warrants that:
 - (i) the Tutor (or as the case may be, the Representative) has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Assignment; and
 - (ii) the Tutor (or as the case may be, the Representative) is not (in relation to such leave in 5.1(e)(i)) subject to any conditions which may preclude or have an adverse effect on the provision of the Tuition Services;
- (f) the Tutor shall, throughout the Assignment, hold professional indemnity insurance and public liability insurance and any and all other customary and/or appropriate insurance (including any such from time to time specified by the Client) against a minimum amount per claim as is customary and/or appropriate and at least such sum(s) as is/are from time to time specified by the Client and supply the Client with evidence of cover on request. The Tutor shall cooperate in any checks, including identity checks, reference checks or insurance checks that the Client may carry out itself or via any agent. The Tutor will notify the Client if any information provided changes;
- (g) the Tutor shall, subject to working towards meeting the Client's objectives, determine generally how the Tuition Services shall be supplied;
- (h) the Tutor warrants that it operates on a basis such that the supply it makes in an Assignment is one of independent professional consultancy services to the Client. Accordingly, the Tutor agrees that it does not intend or regard the supply of Tuition Services made in this Assignment to fall within the scope of the PAYE regime or the AWR or subject to any control by the Client, or framework of control, as to how the Tuition Services should be performed. The Tutor shall notify the Client in writing forthwith if, in its or the Tutor's opinion, the nature of the Tuition Services or the Assignment change(s). Upon receipt of such notification the Client reserves the right to terminate the Assignment by notice with immediate effect without liability. The Tutor shall indemnify the Client against any Losses arising from failure to notify the Client of any change in the nature of the Tuition Services from that represented by the Tutor to the Client, and as intended by the parties, as at the start of the Assignment; and

- (i) the Tutor shall indemnify the Client from and against any Losses which the Client may suffer or incur as a result of the failure of the Tutor to comply with any of the representations, warranties and/or undertakings in this clause 5 including, without limitation, Losses which they would not have suffered or incurred but for:
 - (i) the Supplier or the Tutor claiming to be; and/or
 - (ii) some official, public body or authority for any purpose regarding the Supplier or the Tutor as,

an employee or worker of the Client or otherwise entitled to any rights or benefits that employees or workers enjoy or subject to income tax/national insurance contributions as an employee or worker of the Client.

5.2 The Tutor hereby acknowledges and agrees that the Off Payroll IR35 Legislation must to be considered in respect of all supplies made by Tutors who provide Tuition Services via their PSC to the Client. Accordingly, the Tutor warrants and undertakes that where the Representative is providing Tuition Services via its PSC:

- (a) it is Outside IR35;
- (b) it shall notify the Client immediately if the Supplier or Tutor has reason to believe that the nature of the Tuition Services or the Assignment and/or its IR35 status has changed, or will change. For the avoidance of doubt, the terms of this Agreement are intended only to be used where the Tuition Services have been determined as falling Outside IR35.

5.3 The Client will be entitled to terminate this Agreement by notice to the Supplier with immediate effect if it has reasonable grounds to believe that the circumstances under which the Tuition Services are provided and/or the nature of the Assignment have changed and/or require re-assessment.

5.4 The Tutor shall indemnify the Client in respect of any Loss the Client suffers as a result of any breach of clause 5.

5.5 The Tutor shall, where operating as a PSC Contractor, promptly supply to the Client when requested confirmation in writing up to date documentary evidence that such company is registered at Companies House and its Tutors/worker(s) is/are paid in the United Kingdom.

6. Confidentiality

6.1 The Tutor shall and shall procure that any Representative shall:

- (a) keep confidential all information relating to the Client's business and affairs (including, for the avoidance of doubt, payment rates) ("**Confidential Information**") which may become known to it in connection with the supply of the Tuition Services or this Assignment;
- (b) not use any Confidential Information except for the purposes of performing the Tuition Services;
- (c) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- (d) on request, return to the Client (or any other entity as the Client may direct) all material in its or the Tutor's or Representative's possession or control and belonging to the Client and/or containing Confidential Information.

7. Termination

7.1 Each Assignment is a separate contract and that contract terminates at the end of the Assignment. Any Assignment may be terminated prior to any end time set out in the Assignment Details: by the Client by notice with immediate effect if:

- (a) the Tutor is in breach of any term of these General Terms and Conditions, which is, in the reasonable opinion of the Client, incapable of being remedied; or, where such breach is in the opinion of the Client capable of being remedied, the Tutor fails to remedy such breach to the Client's satisfaction and at no additional cost to the Client within 7 Business Days after an earlier notice requiring it to do so;
- (b) the Tutor or any Representative has in relation to these General Terms and Conditions committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Tuition Services do not require the Tutor (or as the case may be, the Representative) to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;
- (c) the Client receives or obtains information which gives the Client reasonable grounds to believe that the Tutor (or as the case may be, the Representative) is unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Tutor (or as the case may be, the Representative) may be unsuitable, the Client has reasonable grounds to believe that the Supplier and/or the Tutor (or as the case may be, the Representative) is unsuitable after the Client has made such enquiries as are reasonably practicable as to such suitability;
- (d) the Tutor fails to provide to the Client any information requested by the Client on or prior to the start of the Assignment.

7.2 Termination or expiry of the Assignment shall be without prejudice to the rights of the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Tutor prior to, in connection with or as a result of such termination or expiry.

8. **Details and identity of Tutor**

8.1 The Tutor warrants:

- (a) the correctness of the information supplied to the Client in any Application Documents;
- (b) that the Tutor (or as the case may be, the Representative) has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Tutor (or as the case may be, the Representative) to possess in order to perform the Tuition Services; and the Supplier shall, at the request of the Client, provide confirmation of the identity of the Tutor (or as the case may be, the Representative) and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Tuition Services;
- (c) that the Tutor (or as the case may be, the Representative) has provided full and accurate information about any disciplinary proceedings or ongoing performance review;
- (d) that the Tutor (or as the case may be, the Representative) is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from performing their respective obligations under an Assignment.

8.2 The Client reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures to verify the identity of the Tutor. In the case of a Supplier, the Supplier warrants that it has informed the Tutor of the right reserved by the Client in accordance with this clause 8.2 and that the Tutor has consented to the Client, or any third party instructed by the Client, carrying out such identity checks.

9. Data Protection

- 9.1 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing personal data in connection with this Agreement.
- 9.2 The Tutor (or as the case may be, the Representative) shall do nothing to place the Client or in breach of Data Protection Laws.
- 9.3 The Tutor (or as the case may be, the Representative) shall comply with the data privacy obligations set out below:
- (a) The terms "data controller", "data processor", "data subject", "personal data", "process", "processing", "transfer" and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Laws. "Client Personal data" shall mean any personal data in relation to which Client is data controller.
 - (b) The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing personal data in connection with this Agreement.
 - (c) Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
 - (d) The parties acknowledge and agree that the Tutor may process Client Personal Data in the course of providing the Tuition Services. As such and to the extent the Tutor receives from, or processes any Personal Data on behalf of the Client, the Tutor shall in relation to any such Personal Data so received or processed:
 - (i) process such Personal Data (i) only in accordance with the relevant data controller's written instructions from time to time (including those set out in this Agreement), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Tutor shall notify the data controller of the relevant legal requirement before processing the personal data) and (ii) only for the duration of this Agreement;
 - (ii) not process such personal data for any purpose other than expressly authorised by the relevant data controller;
 - (iii) take reasonable steps to ensure the reliability of all its personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;
 - (iv) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (v) not transfer, access or process such personal data outside the UK or the European Economic Area without the prior written consent of the relevant data controller (and, if the relevant data controller so consents, take such steps as are required by the relevant data controller to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
 - (vi) inform the relevant data controller within 24 hours if any such personal data is (while within the Tutor's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (vii) only appoint a third party (including any subcontractors) to process such personal data with the prior written consent of the relevant data controller, and

notwithstanding any such appointment the Tutor shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Tutor;

- (viii) not disclose any personal data to any data subject or to a third party other than at the written request of the relevant data controller or as expressly provided for in this Agreement;
 - (ix) as the relevant data controller so directs, return or irretrievably delete all personal data on termination or expiry of this Agreement, and not make any further use of such personal data (except to the extent applicable law requires continued storage of the personal data by the Tutor, and the Tutor has notified the other party accordingly, in which case the provisions of this clause 9.3(d)(ix) shall continue to apply to such personal data);
 - (x) provide to the relevant data controller and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause 9.3 and/or the Data Protection Laws;
 - (xi) permit the relevant data controller's representatives to access any relevant premises, personnel or records of the Tutor on reasonable notice to audit and otherwise verify compliance with this clause 9;
 - (xii) take such steps as are reasonably required to assist the relevant data controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (xiii) notify the relevant data controller within two 7 Business Days if it receives a request from a data subject to exercise its rights under the Data Protection Laws in relation to that person's personal data; and
 - (xiv) provide the relevant data controller with its full co-operation and assistance in relation to any request made by a data subject to exercise its rights under the Data Protection Laws in relation to that person's personal data.
- (e) To the extent that the Tutor processes Personal Data on behalf of the Client, the Tutor shall, when requested to do so by the Client or the Company, enter into legally binding data processing obligations which reflect the obligations set out in this clause 9.
 - (f) If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
 - (g) Each party shall without undue delay (and in any event within 24 hours) after discovering any security breach notify the other of the same (including full details of the security breach and its consequences, to the extent known) and will co-operate with the other in respect of the security breach. Unless required by any Data Protection Laws not make any notifications to any applicable regulator or data subjects about the security breach without the data controller's prior written consent (not to be unreasonably withheld or delayed).
 - (h) The Tutor shall do nothing to place the Client in breach of Data Protection Laws.
 - (i) The Tutor acknowledges and agrees that where they process the Client Personal Data, the Client's data processing policies (if any) shall apply to such processing.

10. **General**

- 10.1 These General Terms and Conditions and relevant Assignment Details (and any confidentiality undertaking given by the Tutor to the Client) constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or

implied between the Client and the Tutor relating to the Tuition Services and all such agreements still effective at the start of an Assignment (if any) shall (without prejudice to the rights of the Client arising prior to the start of an Assignment in respect of prior breaches by the Tutor of which the Client is not aware) be deemed to have been terminated by mutual consent with effect from the start date but so that nothing in this clause 10.1 shall operate to exclude or limit the liability of any party in respect of fraud.

- 10.2 The Tutor acknowledges that, in agreeing to perform an Assignment, it has not relied on any representations by the Client, its agent or the Tutor made before the relevant Vacancy other than those expressly set out in the Assignment Details.
- 10.3 An agreement relating to an Assignment is personal to the Tutor and the Tutor shall not be entitled to assign or sub-contract its obligations or rights to any third party or to procure that the Tuition Services are performed by any person other than the Tutor.
- 10.4 No amendment to any Assignment is effective unless it is incorporated.
- 10.5 Any notice required to be given relating to an Assignment shall be to the Company (or as otherwise notified from time to time to the sender by the recipient for the purposes of the Assignment).
- 10.6 Any Assignment shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.
- 10.7 The restrictions contained in the Assignment are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 10.8 None of the provisions of the Assignment is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.