

Terms and Conditions

Terms and Conditions for Clients

1. DEFINITIONS

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means the person introduced by the Employment Business to the Client for an Engagement;

“Client” means the person to whom the introduction of a Tutor is made

“Employment Business” means Owl Tutors Limited, of Unit 2A, The Plough Brewery, 516 Wandsworth Road, London, SW8 3JX, United Kingdom

“Engagement” means the Client using a Tutor for tuition;

“Introduction” means the passing to the Client of Tutor Information;

“Agreed Hourly rate” means the rate payable for tuition as agreed between the Employment Business and the Client;

“Initial Meeting” means the first hour of an initial face to face meeting between the Client and the Tutor

“Tutor Information” means contact details of a Tutor selected by the Employment Business;

2. GENERAL

2.1. The decision of a Client to request Tutor Information shall form acceptance of these terms and conditions

2.2. These terms and conditions relate only to the Introduction by the Employment Business and do not form part of any contract between the Client and Tutor.

2.3. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Employment Business.

2.4. If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

3. EMPLOYMENT BUSINESS RESPONSIBILITIES

3.1. When instructed, the Employment Business will recommend a Tutor to the Client for an Engagement.

3.2. The Employment Business will invoice the Client each month for tuition sessions having taken place in the previous month.

4. CLIENT RESPONSIBILITIES

4.1 The Client agrees to pay the Agreed Hourly Rate for tuition sessions, such payments shall include payment for the initial meeting.

4.2 The Client agrees to pay any invoice for tuition services through credit or debit card details set up through Stripe Limited or through Direct Debit set up through Gocardless Limited.

4.3 The Client agrees to pay any invoice for tuition services within 8 calendar days of the date of the invoice.

5. FEES

5.1. In the event of an Engagement the Agreed Hourly Rate is payable to the Employment Business by the Client on a pro rata basis for tuition services.

5.2. The Client will be invoiced at the Agreed Hourly Rate each month for all tuition session having taken place between the Client and the Tutor in the previous month.

5.3. If payment is not made within 8 calendar days of the date of an invoice the Employment business shall be entitled to charge annualised interest on any amounts which remain outstanding at the rate of 8% of the original amounts until the account is settled.

5.4. Tuition fees are non-refundable once tuition sessions have taken place.

6. CANCELLATION OF ENGAGEMENT

6.1. If the Tutor withdraws from the Engagement at any time, the Employment Business will endeavour to provide another Tutor to the Client if requested. The Client is not

obliged to accept the Tutor. The Employment Business is not obliged to provide another Tutor.

6.2. The Client must provide at least 7 days notice to cancel an Engagement with a Tutor.

7. CANCELLATION OF SCHEDULED TUITION SESSIONS BY THE CLIENT

7.1. The client agrees to pay for any scheduled sessions that are cancelled with fewer than 7 days notice.

8. INDEMNITY

8.1. The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Client arising from or in any way connected with the Employment Business seeking a Tutor for the Client or from the Introduction to or Engagement of any Tutor by the Client or from the failure of the Employment Business to introduce any Tutor.

8.2. The final decision to employ a Tutor rests with the Client. The Employment Business can give no warranty, representation or undertaking as to the suitability, honesty or capability of any Tutor nor as to the completeness, truthfulness or accuracy of any information or statement or reference provided by the Employment Business or on its behalf to the Client or as it shall direct in respect of the Tutor. Verification of all such information and references shall be the Client's responsibility.

8.3. In no circumstances shall the Employment Business' total liability to the Client, whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise, exceed the fee payable by the Client.

LAW

9.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.

9.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

Terms and Conditions for Tutors

1. DEFINITIONS

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means the person introduced by the Employment Business to the Client for an Engagement;

“Client” means the person to whom the introduction of a Tutor is made

“Employment Business” means Owl Tutors Limited, of Unit 2A, The Plough Brewery, 516 Wandsworth Road, London, SW8 3JX, United Kingdom

“Engagement” means the Client using a Tutor for tuition;

“Introduction” means the passing to the Client of Tutor Information;

2. GENERAL

2.1. The request of a Tutor to be recommended to a Client shall form acceptance of these terms and conditions

2.2. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Employment Business.

2.3. If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

2.4. Tutors will engage with Owl Tutors under a contract for services.

3. EMPLOYMENT BUSINESS RESPONSIBILITIES

3.1. The Employment Business will invoice the Client each month for tuition sessions having taken place in the previous month.

3.2. The Employment Business will act as an Employment Business as defined by the Employment Agencies Act 1973 – and the associated Conduct of Employment Agencies and Employment Businesses Regulations 2003.

3.3. The Employment Business will seek tuition work for the Tutor.

3.4. The Employment Business will not vary the terms of an Engagement without the consent of the Tutor.

3.5. The Employment Business will pay the tutor for all hours worked regardless of whether the Employment Business has been paid by the hirer.

3.6. The Employment Business agrees that the Tutor will receive a minimum of £30 per hour for tuition engagements.

3.7. The Employment Business agrees to pay the Tutor on the 20th of each calendar month for tuition that took place in the previous month.

3.8. The Employment Business will not offer holiday pay as part of each Engagement.

4. TUTOR RESPONSIBILITIES

4.1 The Tutor agrees to invoice the Employment Business each month for tuition sessions having taken place in the previous month

4.2 The Tutor agrees to invoice the Employment Business within 24 hours of the end of the month

4.3 The Tutor agrees that they are self-employed for taxation purposes

4.4 The Tutor must conduct all invoicing through the Employment Business of any Client introduced to the Tutor through the Employment Business. This does not restrict the Tutor from invoicing any Client directly that was not introduced to them through the Employment Business.

4.5 The Tutor agrees to irrevocably assign copyright of any content that is submitted to the Employment Business for the purpose of publication on the Employment Business website.

5. CANCELLATION OF SCHEDULED TUITION SESSIONS BY THE CLIENT

5.1. If the Client cancels a tuition session within 7 days of a scheduled session, the Client agrees to pay for the scheduled tuition session.

6. CANCELLATION OF ENGAGEMENT BY THE CLIENT

6.1. The Client must provide 7 days notice to cancel a tuition Engagement.

7. CANCELLATION OF ENGAGEMENT BY THE TUTOR

7.1. The Tutor must provide 7 days notice to cancel a tuition Engagement.

8. INDEMNITY

8.1. The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Tutor arising from or in any way connected with the Employment Business seeking a Tutor for the Client or from the Introduction to or Engagement of any Tutor by the Client or from the failure of the Employment Business to introduce any Tutor.

9. LAW

9.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.

9.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)