

Tuition

- 3.2.2 confirmation that he/she has the experience, training, qualifications and/or any authorisations which you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body; and
- 3.2.3 confirmation that he/she is willing to enter into the relevant Assignment.
- 3.3 We will take all reasonably practicable steps to obtain two references in relation to the Tutor, copies of which will be available to you on request.
- 3.4 We will ensure that any Tutor we provide to work on an Assignment has the experience, training, qualifications and/or authorisations that you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body.

4 Obligations of the Client

- 4.1 You shall specify in the Conversation your exact requirements by providing full details of the subject areas and academic courses for which the Tutor is required and, in particular, by notifying us of any special skills required of the Tutor (including, for example, knowledge of specific texts or academic syllabi).
- 4.2 provide a list of references in writing and

relevant Hours; and from the relevant Assignment Start Date until the earlier of the Assignment End Date (if any) and/or the date on which the Assignment is terminated in accordance with these Terms and Conditions and/or the relevant notice period (if any) discussed/set out in the Confirmation Correspondence.

4.4 You are obliged to pay us any Fee as and when such Fee falls due in accordance with clause 5 of these Terms and Conditions.

4.5 You shall ensure that:

4.5.1 during the Tuition there is a responsible adult at the Tutoring Location or other relevant premises in which the Tuition is provided and that responsible adult is able to enter the room at all times when the Tuition is taking place; and

4.5.2 where the Assignment involves residential tutoring you shall arrange accommodation for the Tutor which is separate from the accommodation for the person for wh 595.44 e(2 556.87 Tm0 g0 [B]-4(or)9())TETQ.000008873 0 595.4n

5.6 We reserve the right to charge interest in respect of any amount outstanding after the period for payment referred to in clause 5.5 above (both before and after judgment) from the date of invoice up to and including the day of payment at the rate of 4% a year above the base rate from time to time of HSBC Bank plc.

6 Cancellation, Termination and Rearranging Lessons

6.1 **Cancelling a lesson - Hourly Tuition placements** please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly, though of course feel free to call Keystone Tutors too. Tutorials that are cancelled by you with less than 48 hours notice will be charged for in full. For the avoidance of doubt notice to cancel a lesson given in accordance with this clause will not necessarily terminate an Assignment and/or this Agreement.

6.2 **Cancelling a lesson - Residential Tuition** please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you cancel a Residential Tuition lesson by giving 10 Working Days or less you will be charged for the relevant lesson in full and we reserve the right to add to the Fees the cost of any pre-paid or non-refundable travel which the Tutor has incurred and/or Keystone Tutors has incurred on the Tutor's behalf. For the avoidance of doubt notice to cancel a lesson given in accordance with this clause will not necessarily terminate an Assignment and/or this Agreement.

6.3 **Rearranging lessons** both you and the Tutor must give reasonable notice to each other of any holiday commitments you may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged.

6.4 **Replacement tutors** in the event that you reasonably believe that the Tutor is unsuitable, please let us know as soon as possible. We will use reasonable endeavours to introduce you to a suitable replacement tutor.

6.5 **Terminating an Assignment with a specific Tutor** where tuition is not agreed for a specific period, please give at least five Working Days written notice to your Tutor and to us so that your Tutor may conclude his or her work with the student and plan his or her commitments.

6.6 **Terminating this Agreement generally** Keystone Tutors may give you 3 Working Days written notice terminating this Agreement at any time

- 10.2 Keystone Tutors shall procure that each of their Tutors shall also comply with their respective obligations under Data Protection Laws and Keystone Tutors' Data Protection Policy at all times.
- 10.3 By entering into this Agreement you consent to our use of your, and where you are the parent or legal guardian of the individual receiving Tutoring to use that individual's, personal data for the purpose of providing the Tutoring which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.
- 10.4 For the purposes of this Agreement:
- 10.4.1 "**Data Protection Laws**" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; and

11.8 Neither party shall have any liability under or be deemed to be in breach of this

SCHEDULE 1: CHARGING SCHEDULE

1. General

- 1.1 This Schedule 1 (the "**Charging Schedule**") sets out an explanation of the fees and other costs which Keystone is entitled to invoice you for in accordance with clause 5 of the main Agreement to which this Charging Schedule is attached.
- 1.2 The amount and type of Fees applicable to an Assignment will be confirmed to you in the Confirmation Correspondence.
- 1.3 To the extent that any terms within this Schedule conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence.

2. The Fee

- 2.1 The Fee means the total of the following charges, as applicable:
 - 2.1.1 the "Registration Fee" as set out at section 5 of this Charging Schedule;
 - 2.1.2 the "Hourly Tuition Fee" calculated in accordance with section 3 of this Charging Schedule;
 - 2.1.3 the "Residential Tuition Fee" calculated in accordance with section 4 below; and/or
 - 2.1.4 any "Extra Charge" as set out at section 6 of this Charging Schedule.

3. Hourly Tuition Fee

- 3.1 The Hourly Tuition Fee shall be the total of:
 - 3.1.1 the Tutor's Standard Hourly Fee multiplied by the number of hours during which Tutoring is provided; and
 - 3.1.2 (if applicable) any travel expenses or charges for travel time agreed with you in writing and in advance of the relevant Assignment Start Date together with any expenses discussed/set out in the relevant Confirmation Correspondence; and

4. Residential Tuition Fees.

- 4.1 The Residential Tuition Fee shall be the total of:
 - 4.1.1 the Tutor's Standard Hourly Fee multiplied by the number of hours during which Tutoring is provided subject to a minimum of 4 hours charged at the Tutor's Standard Hourly Rate for each full day the Tutor is at the Tuition Location; and
 - 4.1.2 travel expenses payable as set out at clause 4.2 of this Charging Schedule; and
 - 4.1.3 charge(s) for the time spent travelling to and from the Tutoring Location agreed with you in writing and in advance of the relevant Assignment Start Date.
- 4.2 Travel expenses include:

