

Terms and Conditions for Clients

1 Definitions

1.1 In these Terms and Conditions:

"Assignment" means the course of Hourly Tuition and/or Residential Tuition set out and agreed in the Confirmation Correspondence;

Assignment End Date
(if at all) in the Confirmation Correspondence;

Assignment Start Date the date on which the Assignment will begin as discussed and/or set out in the Confirmation Correspondence;

Client
(a) the parent or legal guardian of the person for whom the tuition is arranged; and
(b) the recipient of these Terms and/or related communication to which these Terms and Conditions are attached, referenced or linked (also referred to in these Terms
you

"Confirmation Correspondence" means the Conversation, the Summary and/or any subsequent correspondence between us which sets out, confirms or clarifies the details of an Assignment;

Conversation 4.1;

Fee
clause 5;

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

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Tutor sole trader or the personal service company who is registered with Keystone Tutors to provide educational tutoring services and who accepts an Assignment with you directly or via such personal service company. Where the Tutor is a personal service company reference to Tutor in this Agreement shall include where the context allows the individual operating via that personal service company;

Tutoring the Confirmation Correspondence;

Tutoring Location has the definition discussed/set out in the Confirmation Correspondence;

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

2 General

2.1 These Terms and Conditions (and any document referred to in them including the **Agreement**) us and you and supersede any prior agreement between us relating to their subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

2.2

5.3 To help us calculate the Hourly Tuition Fee and/or (where applicable) the Residential Tuition Fee the Tutor supplies us with a record of the number of hours which he/she has spent providing Tuition. Where Tuition has been provided we will charge you in full for all time actually worked by the Tutor at the Standard Hourly Fee rate in accordance with this Agreement. We suggest that you keep your own record of tuition dates and times. The Tutor submits the timesheet to us on a rolling basis, and may ask you to sign off on it. Your approval of a timesheet shall be deemed conclusive evidence that you are satisfied with the work carried out by the Tutor and that you do not have the right to and have not (and no other person has had the right to or has) subject(ed) the Tutor to any SDC in relation to how to deliver the Tuition.

5.4 You shall pay the Tutor directly. You shall upload card details to your online account and you shall be automatically be invoiced the day after the Tutor submits details of any Tuition to us. Your card will be charged on the next day after the invoice is sent. VAT shall be paid in addition at the prevailing rate where and to the extent applicable.

5.5 With our prior agreement you may pay your invoice by direct bank transfer instead of uploading your card details to your online account.

5.6 Invoices must be paid upon receipt of the invoice. Any queries arising from any invoice must be brought to us (written) within 14 days of the date of the receipt of the invoice. We may require you to pay in advance for future services.

5.7 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 2 Business Days notice will be charged for in full. "Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in L82 391.07 Tm8(d)-7()42(i)4(n)11(c)-82(i)

8 Private Arrangements

- 8.1 You are not permitted to make private arrangements for tuition with Tutors introduced or supplied by us.
- 8.2 By confirming Tuition, you undertake not to make any such arrangements with any Tutor registered with us either during the term of this Agreement or for up to 3 months following its termination.

9 Responsibilities of the Tutor

- 9.1 A Tutor is not responsible for chaperoning minors, nor guarding a house and/or household effects. Please ensure that a responsible adult is on the premises at all times.

10 Data Protection

- 10.1 The terms "Personal Data", "Data Controller", "Data Processor", and "process/processing" (and their derivatives) used in this clause 10 shall have the meaning given in applicable Data Protection Laws. "Client Data" means any Personal Data (other than Personal Data related to the Tutor(s)) held and processed by the Client, whether as a data controller or data processor.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Laws, each party may be considered Data Controller and Data Processor with respect to Personal Data processed in connection with this Agreement.
- 10.3 Each party shall comply with the provisions and obligations imposed on them by the Data Protection Laws when processing Personal Data under this Agreement and in connection with the Assignment.
- 10.4 Notwithstanding clause 10.2, to the extent that either party processes any Personal Data as a Data Processor on behalf of the other party in connection with this Agreement or the Assignment, the first party will comply with the provisions and obligations imposed on a Data Processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) of UK GDPR which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement.
- 10.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if either party suffers a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.
- 10.6 The Client warrants and undertakes that:
 - 10.6.1 it shall be responsible for notifying the Tutor(s) of its fair processing information and securing any personal undertakings from the Tutor(s) as the Client (or any customer of the Client) may require in relation to the Tutor's access to and processing of Client Data. The Company shall not, unless otherwise agreed in writing by the parties, be responsible or liable for:
 - (i) ensuring that the Tutor(s) receives the Client's fair processing information; or

- 11.6.1 be communicated verbally initially and confirmed in writing immediately; or
 - 11.6.2 be communicated directly in writing and sent (either by post or electronic means) to an address designated for use by the intended recipient.
- 11.7 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).
- 11.8 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, 0 g0 G[8(0 g0 G[8(e

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 6 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 which may be payable as set out at clause 3.2 of this Charging Schedule; and
 - 3.1.3 (if applicable) any charge for travel time which may be payable..
- 3.2 Expenses may not apply and to the extent that they do shall vary depending on the Tutoring Location

