

The Tutor Surgery | Tutor Terms

This document outlines our standard terms and conditions for our tutors. All tutors are required to accept these terms before new pupils are placed with them. These terms are subject to change, and you will be able to find the most current version of this document at <http://www.thetutorsurgery.co.uk/tutorterms>.

Please do not hesitate to contact the office if any queries arise after reading this document.

1. Regular lessons

The Tutor is committed to providing regular lessons in line with the policies and procedures as set out in the Tutor Handbook. The Tutor Surgery cannot guarantee new pupils for the Tutor upon successful application.

2. Lesson cancellations and rescheduling

Tutors should familiarise themselves with the cancellation procedures as outlined in the Tutor Handbook.

3. Company intranet system

- a. This section applies to all web-based services provided by The Tutor Surgery to the Tutor, including but not limited to Mail, Calendar, Documents and Contacts.
- b. Refer to the Tutor Handbook for policies and operation procedures.
- c. The system and individual services provided by Google and their respective partners are subject to their own terms of service. These can be accessed at <http://www.google.com/a/help/intl/en-GB/users/terms.html>.
- d. The system and individual services provided by Teachworks and their respective partners are subject to their own terms of service. These can be accessed at <https://teachworks.com/terms>.
- e. The system is provided “as is”, and The Tutor Surgery accepts no responsibility for any losses, damages (both actual and consequential) that may arise from use of the system.

4. Availability

Tutors must comply with the minimum standards of availability as outlined in our Tutor Handbook.

5. Recommendations

When a Tutor receives an enquiry for a new Pupil, and this enquiry was generated by a recommendation from an existing Pupil/Parent of The Tutor Surgery, the Tutor must redirect the enquirer to the bookings team (bookings@thetutorsurgery.co.uk, 02088592900). This also applies if the recommendation comes from a previous Pupil/Parent within the period of two years following the date of their final lesson.

6. Commitments

- a. The minimum notice required from a Tutor to end their working relationship with The Tutor Surgery is six weeks.
- b. If a Tutor is helping a Pupil prepare for an exam, and the exam is less than eight weeks away, the Tutor is required to continue regular tuition until the exam date has passed.
- c. Notice should be made in writing, either by post to the office or by email to office@thetutorsurgery.co.uk.
- d. The Tutor Surgery reserves the right to terminate this agreement with immediate effect if any breach of contract is made by the Tutor. Such breaches include, but are not limited to:
 - i. breaches of our policies or procedures as outlined in the Tutor Handbook
 - ii. breaches of terms and conditions
 - iii. expired DBS check and no indication that a new application is in progress
 - iv. inappropriate behaviour towards Parents, Pupils, or The Tutor Surgery
 - v. poaching clients
 - vi. unreliability
 - vii. consistently poor feedback from Parents or Pupils

7. Communication

You agree that The Tutor Surgery may provide you with notices, including those regarding changes to the terms, by email or post.

8. DBS checks

You give your express consent for The Tutor Surgery to use the DBS Update Service in order to check the status of an existing DBS certificate.

9. Health and safety

- a. Each Tutor is solely responsible for ensuring the safety of Pupils who visit the Tutor's home.
- b. This responsibility includes, but is not limited to:
 - i. ensuring there are minimal hazards in the areas that are accessible by Pupils (see Tutor Handbook for more information);
 - ii. providing full cooperation with The Tutor Surgery, allowing home visits for the purpose of completing risk assessments as necessary

10. Data protection and privacy

All Tutors are required to comply with our data protection policy, as outlined in the Tutor Handbook.

11. Indemnity

You agree to hold harmless and indemnify The Tutor Surgery, and its subsidiaries, employees, suppliers or partners, from and against any third party claim arising from or in any way related to your use of The Tutor Surgery services, violation of the terms or any other actions connected with use of The Tutor Surgery services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and lawyers' fees, of every kind and nature. In such a case, The Tutor Surgery will provide you with written notice of such claim, suit or action.

12. Force majeure

Neither of us will be liable to the other for any failure to fulfil our contractual obligations caused by circumstances outside of our reasonable control.

13. Relationship of parties

Nothing in this agreement shall be deemed to create an employer/employee relationship between the Tutor and The Tutor Surgery.

14. Relationship of Parents/Pupils

- a. The Tutor acknowledge and agrees that any Pupils or Parents of Pupils sent to them by The Tutor Surgery in connection with this agreement are and shall remain customers of The Tutor Surgery.
- b. After the termination of this agreement for whatever reason, the Tutor shall not:
 - i. solicit, or attempt to solicit any person who is or has been a Pupil or Parent of a Pupil of The Tutor Surgery in the two years prior to the date of solicitation, where such solicitation is for the purpose of providing tuition; or
 - ii. knowingly enter into a contract, agreement or arrangement with any person who is or has been a Pupil or a Parent of a Pupil of The Tutor Surgery in the two years prior to the date of entering into such contract, agreement or arrangement, if such contract, agreement or arrangement relates to the provision of tuition services.

15. Law and jurisdiction

This agreement and all matters arising from it shall be governed by and construed in accordance with the laws of England and Wales.
