Tutor Terms and Conditions

1. DEFINITIONS

Grove Tutors / We	Lightwell Education Limited, a company registered in England Wales, Registration number 16835697, whose Registered Office address is 15 Teddington Business Park, Teddington, TW11 9BQ.
Client	The individual or organisation requiring Tuition services either for themselves or for someone they are responsible for.
Tutor / You	The individual or organisation operating as an independent business to provide tuition.
Student	The individual who receives Tuition.
Assignment	The provision of Tuition by the Tutor to the Client.
Tuition	The Tuition services provided by the Tutor during the Assignment.
Tutor Profile	The summary of the Tutor's availability, qualifications and experience.
Hourly Rate	The rate payable for each hour of Tuition as agreed between Grove Tutors and the Client.
Website	The website at www.grovetutors.co.uk
Key Information Document	The document that sets out some key details of the Tutor's agreement with Grove Tutors.
Working Day	Monday to Friday (9am – 5pm) excluding public holidays in England and Wales.

2. ABOUT US AND OUR AGREEMENT

(i) These Terms and Conditions, together with each Assignment, constitute the contract between Grove Tutors and the Tutor for the provision of Tuition services.

(ii) By registering with Grove Tutors, the Tutor agrees to these Terms and Conditions.

(iii) These Terms supersede all previous terms and conditions. We reserve the right to update these Terms and Conditions at any time.

(iv) We operate as an Employment Business and run our business according to mandatory regulations and legislation which applies to how we operate our business, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

(v) You operate as an independent business, to provide Tuition to Clients, based on the relevant Client's requirements and information we collect.

(vi) The Tutor understands that Grove Tutors have contracts with Clients to whom the Tutor may be providing Tuition. We are not obliged to offer, and you are not obliged to accept, any Assignment. For the avoidance of doubt, we both agree and intend that we do not create any mutuality of obligation at any time.

(vii) As an Employment Business we:

a. provide the Tutor and the Client with the relevant information
b. help organise Tuition sessions and assist with sharing additional information
c. collect payment of fees from the Client and pay the Tutor directly.

(viii) We will each use the contact details provided in the Key Information Document.

(ix) Subject to Third Party rights (for example, Third Parties may own the Platforms we use), Grove Tutors owns the logo, techniques, information, documents, and all materials and content, including Digital Content, and any rights (such as copyright and other intellectual property rights in the fullest sense). For the duration of our agreement, the Tutor has a licence to use anything Grove Tutors supply for the duration of our Agreement. However, you do not have permission to share with any other person or organisation or allow them to access or use all or any part of for any reason, nor can you copy, modify or publish in (such as on social media) any way.

3. CLIENTS

(i) If Grove Tutors receives a request for Tuition that is deemed suitable for the Tutor, Grove Tutors will share the details with the Tutor. Those details will include the Tuition type, subject, level, hours per week, tutor rate per hour and any relevant background information.

(ii) Grove Tutors will send the Tutor Profile and Hourly Rate to the Client for their consideration.

(iii) Grove Tutors seeks to ensure the suitability of the Tutor by introducing a Tutor who best matches the requirements and preferences of the Client.

(iv) Grove Tutors will agree the first lesson date and time with the Client and Tutor and send the first lesson confirmation email to the Client and Tutor.

(v) Following the first lesson, Grove Tutors will obtain feedback from the Tutor and share this by email with the Client.

(vi) Once the Client and Tutor have confirmed their decision to proceed with the Assignment, Grove Tutors will confirm the Assignment by email with the Client and Tutor.

(vii) Once the Tutor accepts an Assignment, in consideration of us paying you fees, you will provide the services detailed in each accepted Assignment. As an independent business, you can provide a substitute tutor but you should consider your Student's requirements.

(viii) You agree that you will always be solely liable for any services you provide (including, but not limited to, services provided by your representative or substitute) and will fully indemnify us.

4. TUITION

(i) **General** – The Tutor agrees to provide Tuition in a professional manner with reasonable care and skill to help the Student achieve their goals and agrees that they will:

a. provide us with a copy of identification and right to work and
b. hold the relevant qualifications and expertise to provide the Tuition services and
c. provide us with a current and valid Enhanced Disclosure and Barring Services, and, where relevant, an Overseas Record Certificate (relating to any periods where you have worked outside the UK)
d. hold a current and valid Enhanced Disclosure and Barring Services at any time you are providing Tuition services under a Tutor Assignment and
e. provide us with two professional references and
f. not accept a Tutor Assignment if the Tutor cannot provide the services it requires and
g. abide by any legislation, regulations and best practice which apply to Tuition services you provide and
h. not engage in any conduct which may be detrimental to our interests or that of any Client and
i. keep reasonable, proper and sufficiently detailed records relating to the Tuition services and will promptly and reasonably provide them to both Grove Tutors and any relevant Client.

(ii) **Type** - Tuition is provided in-person at the Client's home or online. For Tuition provided online, the Tutor can choose their preferred platform.

(iii) **Structure** - The Tutor is responsible for the structure, content and delivery of Tuition.

(iv) **Resources** - The provision of exercise books, textbooks and stationery is the responsibility of the Client, but teaching and learning resources will be supplied by the Tutor.

(v) **Progress** - The Client will work with the Tutor to identify what support is required. The Tutor is responsible for discussing the progress of the Student with the Client.

(vi) **Scheduling** - Following the first lesson, the Client and Tutor are responsible for arranging lesson days, times and durations for the duration of the Assignment.

(vii) **Frequency** - Tuition should take place in line with the frequency detailed in the Welcome Letter. Unless agreed otherwise, the frequency of Tuition is weekly. During Tuition, if the Client or Tutor wishes to alter the frequency detailed in the Welcome Letter, you must advise us of this by email.

(viii) **Minimum Commitment** - Grove Tutors may agree a minimum commitment of hours of Tuition and deadline by which they are to be completed with the Client.

5. LESSON ATTENDANCE, RESCHEDULING AND CANCELLATION POLICY

(i) If the Student arrives late for a lesson, the Tutor reserves the right to finish the lesson at the agreed end time and charge the Client for the full lesson.

(ii) If the Tutor arrives late for a lesson, the Tutor agrees to make up for the time or reschedule the lesson with the Client.

(iii) If the Client needs to cancel or reschedule a lesson, the Client should contact the Tutor as soon as possible by email or by text.

(iv) If the Tutor needs to cancel or reschedule a lesson, the Tutor should contact the Client as soon as possible by email or by text.

(v) In the event of a lesson cancellation within 24 hours of the agreed lesson time (or a no show) by the Client, the Tutor reserves the right to charge the Client for the lesson.

6. INVOICES AND PAYMENTS

Unless we agree something different in writing, as an Employment Business:

(i) Payment for services the Tutor provides under an accepted Assignment will be paid in arrears for the Hourly Rate agreed within the relevant Assignment. The Tutor agrees to invoice Grove Tutors each calendar month for Tuition that has taken place in the previous month.

(ii) The Tutor agrees to keep a monthly record of lessons through the Website using the timesheet which generates the Tutor's invoice confirming the total amount due to the Tutor for each calendar month.

(iii) Each monthly timesheet should be submitted by 3rd day of the following month. For example, the October timesheet should be submitted by 3rd November. If the Tutor is late in submitting the monthly timesheet and invoice, then the payment to the Tutor will be delayed.

(iv) Where we disagree with the amount due to you in respect of a submitted invoice, we will raise queries directly with you within 7 days of the receipt of that invoice. In so far as the legislation allows, we reserve the right to withhold payment of any amount in dispute until that dispute has been resolved to our satisfaction.

(v) Grove Tutors agrees to pay the Tutor on 15th (or next business day) of each calendar month by direct bank transfer for Tuition provided in the previous month.

(vi) Grove Tutors will pay the Tutor for all hours worked regardless of whether Grove Tutors has been paid by the Client.

7. TERMINATION OF TUITION

Without prejudice to any other rights, unless we have agreed something different in writing:

(i) The Tutor must give 30 days' written notice of termination by email to Grove Tutors. During the 30-day notice period the Tutor must complete the Tuition agreed in each accepted Assignment.

(ii) Grove Tutors must give 7 days' written notice of termination by email to the Tutor.

(iii) We both agree to work together in order to ensure a smooth transition for any Assignment.

(iv) In the event that Tuition continues until the relevant final examination, notice of termination is not required.

8. INDEPENDENCE OF TUTOR

(i) The Tutor confirms that they are operating as an independent business within the United Kingdom and as such are responsible for any registration, completion of any forms and documentation and the payment of any tax, national insurance contributions and any similar Government or properly imposed taxes or liabilities for the Tutor or anyone who works for or with you under any Assignment. You agree to provide, as applicable, evidence of limited company incorporation or of trading as a business to us as we require and may request to meet our own obligations as a business.

(ii) The Tutor agrees to cooperate with any reasonable request made within the scope of Tuition but dictates working hours and has autonomy over approach and method. We will not attempt to exercise direction, control or supervision over you.

(iii) The Tutor is responsible for providing any equipment and covering any costs required to provide Tuition.

(iv) The Tutor understands that as an independent business, neither the Tutor, nor any representative, will be our worker/employee and will not be held out as such, and will never be entitled to any rights or benefits whatsoever that workers/employees may have and that at all times the Tutor will keep us fully indemnified against all actions, claims, demands, assessments, liability, costs and expenses arising in respect of any allegation of employment or, as applicable, those whom the Tutor employs or provide services to the Tutor.

(v) If the Tutor accepts an Assignment (whether by signing it or starting to provide the services), as an Employment Business, a contract for the Tuition services detailed in that Tutor Assignment will be formed between us, subject to these Terms. The Tutor understands that there is no contract or agreement between us when the Tutor is not providing services under an accepted Assignment.

(vi) As an independent business you agree to keep us indemnified and hold us harmless against all actions, claims, demands, settlements, liability costs and expenses arising out of or in connection with any breach of our agreement or any Assignment by you.

9. SAFEGUARDING, GENERAL ADVICE AND COMPLAINTS

(i) **Safeguarding** - Grove Tutors is committed to providing a safe environment for the Student and Tutor during the Assignment. Grove Tutors, the Tutor and the Client all have responsibilities in relation to safeguarding.

(ii) As professionals, we ask Tutors to abide by the relevant safeguarding legislation, guidance and policies.

(iii) We have a Safeguarding Policy which is available on our Website. During the Assignment, the Client and Tutor agree to comply with our Safeguarding Policy.

(iv) **General Advice** - Tuition should take place in a calm, quiet environment to aid concentration for both the Student and Tutor. The Tutor cannot be held responsible for chaperoning minors or guarding a house. If the Student is under the age of 18 years old, a responsible adult must be on the premises at all times.

(v) **Complaints –** We have a Complaints Policy which is available on our Website. The Tutor agrees to always cooperate with Grove Tutors to deal with any complaints and will provide information and documents to us as and when reasonably required.

a. Where any incident occurs which, the Tutor reasonably anticipates is likely to be the subject of a complaint or any Client raises any complaint directly with the Tutor, then the Tutor agrees to email Grove Tutors with full details within 1 Working Day of the Tutor becoming aware of the issue/complaint.

b. Grove Tutors will deal with all and any complaints in a reasonable and fair way and according to our Complaints Policy. Our decision will be a final decision. We will advise you of any complaints which affect you no later than 7 days from the date we become aware of that complaint.

10. CONFIDENTIALITY AND DATA PROTECTION

(i) For details about the data that we collect from you, please refer to our Privacy Policy. We process your data in accordance with our Privacy Policy.

(ii) Unless required by law, the Tutor agrees to keep all information relating to any Client and/or Assignment confidential.

(iii) The Tutor agrees to comply with the Data Protection law, which is current and valid in the UK at the time services are provided. This includes but is not limited to obligations regarding any individual who assists and represents the Tutor to provide services, use, sharing, storage, assessment, audit and monitoring, data breaches, data protection, removal and return of data.

11. LIABILITY

(i) In so far as the law allows, Grove Tutors 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 in any way whatsoever.

12. GENERAL

(i) **No Partnership** - Nothing in these Terms and Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Tutor and Grove Tutors.

(ii) **Sole Benefit** - The rights and benefits in these Terms and Conditions are for the sole benefit of the Tutor and cannot be shared or transferred in any way.

(iii) **Waiver** - Nothing in our Agreement will stop us from enforcing any of our rights in the future.

(iv) **Notices** - Notices must be sent to the email and/or postal addresses provided in the Key Information Document unless we write to with a change, or you email us to info@grovetutors.co.uk. Notices are deemed to be received when sent by:

a. Email - on the Working Day on which they were sent, provided the sender has a valid successful delivery receipt.

b. Post, using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(v) **Force Majeure** - Neither of us will be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control including, but not limited to, acts of God, pandemic, accidents, war, fire, strikes, communications failure (including telecommunications or computer).

(vi) **Invalidity** - Each clause or any part at all of these Terms and Conditions is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is found to be unenforceable or invalid, it will be treated as being cut out and will not affect the enforceability or validity of the rest of these Terms and Conditions.

(vii) **Governing Law** - 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 and Wales. 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).

For any queries relating to these Terms and Conditions, please email info@grovetutors.co.uk