## **Admissions Tutors**

## Terms and Conditions - Clients

- 1. For the purpose of these Terms, 'Admissions Tutors', 'we' and the 'company' will refer to Admissions Tutors Ltd. The 'Tutor' will refer to the provider of tuition, and 'Client' will refer to the recipient of tuition, and/or to the person or organisation responsible for payment of the Tutor's invoices.
- 2. A tuition arrangement administered by Admissions Tutors between a Tutor and Client will be referred to as the 'Project'.
- 3. A single continuous instance of tuition, of any length, whether conducted in person or by electronic means, will be referred to as a 'Session'.
- 4. Admissions Tutors acts to introduce Tutors to Clients. Tutors act as self-employed contractors.
- 5. Admissions Tutors administers all payment arrangements. We raise invoices on behalf of the Tutor, and take payment for these from the Client. We will not undertake to enforce any invoice not raised by Admissions Tutors or any charge which has not formally been invoiced by us.
- 6. Unless otherwise agreed upon, invoices will be sent out weekly.
- 7. Outstanding invoices must be paid by the Client within 48 hours for tuition sessions to continue.
- 8. The preferred method of payment is via debit or credit card, through the system administered by the payment provider, Stripe, via TutorCruncher. The Client will be required to permit the storage of the details of a debit or credit card on this system, to allow payment to be taken automatically for each future invoice, a copy of which will be sent to the client in advance of payment. Bank transfers are also accepted.
- 9. In the first instance of a cancellation within 24 hours of a Session, Admissions Tutors will not charge a cancellation fee. After this first instance, Admissions Tutors reserves the right to charge the Client in full.
- 10. In some instances, it may be appropriate for the Tutor to carry out work undertaken outside of tuition sessions, for example marking or proof-reading. In this case, if agreed upon by the Client, this outside work will be charged at the standard hourly rate for which usual sessions are charged at.
- 11. A Project may be terminated at any time, by either the Client or the Tutor.
- 12. Admissions Tutors does not condone any practice which could be construed as plagiarism, or a violation of intellectual property rights, and will not endorse the actions of the tutor if they are deemed to constitute an inappropriate level of involvement in a

- Client's work, including but not limited to the completion of any written work on the client's behalf.
- 13. Admissions Tutors accepts no liability for the outcome of any tuition arrangement we administer, or any academic judgement made upon the Client's work by any educational institution or professional body with which they may be affiliated. Responsibility for the success or failure of their efforts rests ultimately with the Client.
- 14. Admissions Tutors does not accept any liability for claims by the Client arising out of or related to the carrying out of the tuition by the Tutors and the Tutor agrees to indemnify Admissions Tutors without limit in respect of any such claims.
- 15. All Client and Tutor data is held securely within the TutorCruncher database. TutorCruncher is our Data Processor and is GDPR compliant.
- 16. The Client must not make direct payments to the Tutor at any time.
- 17. The Client must not make private arrangements for tuition with a Tutor introduced by Admissions Tutors. If this obligation is breached, the Client is then liable to account to Admissions Tutors for all sums paid to the Tutor without deduction and Admissions Tutors shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.
- 18. We will use the data we hold to communicate with the Client information about lessons, progress reports, invoicing and other marketing information about Admissions Tutors services where relevant. You may opt out of this communication at any time, but this may affect the services we can offer.
- 19. Admissions Tutors reserves the right to alter these Terms and Conditions.
- 20. Acceptance of our services will be taken to represent agreement to these Terms and Conditions.