

Terms and Conditions for Tutors

1. Status of Terms and Conditions

- 1.1 Booster Tutor reserves the right to alter these terms and conditions.
- 1.2 This agreement is governed by the law of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.
- 1.3 No variation or alteration of these Terms and Conditions by the Tutor shall be valid unless approved in writing by Booster Tutor.
- 1.4 The Tutor and Booster Tutor acknowledge that these terms govern legal rights and obligations between them.

2. Status of Tutors

- 2.1 The Tutor is a self-employed tutor and nothing contained within this Agreement shall constitute the relationship of employer and employee and/or worker or a partnership between the Company and the Tutor. Booster Tutor acts as an agent for the Tutor by introducing them to suitable Clients.
- 2.2 Once a tutoring position has been confirmed, you are entering into a contract between you (the Tutor) and the Client (the Student, or the Student's parent/guardian). This contract can be found above on this page.
- 2.3 The Terms of contract entered into by you with the Client shall be in the form provided by Booster Tutor. Save where expressly provided for in these Terms, the Tutor has no power or authority to increase, reduce, or vary the tuition as set out or referred to in these Terms or to alter or waive any of these Terms or to bind or commit the Company in any way.

3. Tax

- 3.1 The Tutor undertakes to duly and promptly pay all income tax and national insurance contributions in relation to all charges and sums payable to the Tutor by the Company and shall be responsible for completing and submitting all relevant assessments, returns and other information to HM Revenue & Customs in relation to such charges and sums and to taxation affairs generally.
- 3.2 The Tutor shall indemnify the Company and keep the Company fully and effectively indemnified against all income tax, national insurance contributions and related penalties and/or interest in respect of any charges paid or payable by the Company to the Tutor for the Tuition, and any reasonable costs incurred by the Company in recovering any such sum due by the Tutor to the Company under this paragraph.

4. Tutor's Responsibilities

- 4.1 The Tutor should carry out the tutoring services in a professional manner with due skill, diligence and care.
- 4.2 The Tutor is responsible for the content of lessons. These are to be carried out with proper preparation in accordance with a particular course of study, and in accordance with the Client's instructions and/or relevant exam syllabus.
- 4.3 Although Booster Tutor has some teaching resources and may be able to support Tutors by providing suitable materials, Tutors should be aware that they are responsible for providing all reasonable teaching materials.
- 4.4 Provided the Client gives clear prior consent in writing, the Tutor may obtain educational resources such as textbooks on behalf of the Client/Student. Booster Tutor must be informed of any such arrangement to obtain educational resources, and will arrange reimbursement for the Tutor via invoice to the Client. Tutors are reminded that

in accordance with section 6 of this agreement, they agree not to accept funds directly from the Client for any reason.

- 4.5 Tutors are reminded to keep a record of all lessons taught and are responsible for invoicing Booster Tutor at the end of each month.
- 4.6 If the Tutor ceases to work with Booster Tutor during a course of tuition, or ceases to work with a particular Student, either at their own behest or the behest of the Client, and the Student is continuing with their course of tuition from Booster Tutor, the Tutor will draft a final report. This report will describe the work that the Tutor has done with the Student, and the work that remains to be done. It will describe the Student's areas of strength and areas of weakness. The aim of the report will be to enable a new Tutor to pick up where the old Tutor stopped.
- 4.7 Tutors are expected to be responsive when contacted by Booster Tutor. If you persistently fail to respond to communication from Booster Tutor (via email or telephone or both) then we reserve the right to remove you from our books.
- 4.8 We also reserve the right to remove you from our books for breaching this agreement in any way, including but not limited to breaching section 11 (truthfulness of information given to Booster Tutor). In addition we reserve the right to remove you from our books due to unreasonable, inappropriate or rude behaviour such that we feel we are unable to act as your agent.

5. Private Arrangements

- 5.1 In consideration of Booster Tutor providing you with Students, you are not permitted to make private arrangements for tuition with Clients introduced by Booster Tutor or with new Client introduced by Booster Tutors' Clients. Should you breach this obligation, you will be liable to account to Booster Tutor for all sums received by you from the Client/new Client without deduction and Booster Tutor shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination or completion or other discharge of this Agreement.
- 5.2 Any work referred to a Tutor by a Client of Booster Tutor must be billed through Booster Tutor on your behalf. Booster Tutor is willing to negotiate on commission for new Clients referred to you by our Clients but Booster Tutor must process the billing and bookings must be through Booster Tutor.
- 5.3 The Tutor will not provide or agree to provide any services or carry out any work for the Client or the Student other than the Tuition, save with the prior consent of Booster Tutor.

6. Payment

- 6.1 Booster Tutor will agree the fee structure with the Client and this may not be changed by the Tutor or the Client without written authority of Booster Tutor.
- 6.2 Booster Tutor collects fees due from Students/Clients and passes them on to you, net of a commission.
- 6.3 You must not accept any payment direct from the Client without written permission from Booster Tutor. Should you do so, all sums received by you will be immediately payable to Booster Tutor and shall be actionable through the Courts without further notice to you.
- 6.4 Invoices stating all sessions undertaken, must be submitted to Booster Tutor monthly, after your last tuition session of the month or in any event by 4pm on the first day of the following month, for the lessons during that month (e.g. on or by 1 April at 4pm for lessons during March). If we receive correctly invoices on time, payment will be made to you on the first working day of the following month (e.g. 1 April, or first working day of the month if later).

- 6.5 If you submit your timesheets late, you will not be paid until the next Payment Date. Our only Payment Dates are the first working day of the month and the fifteenth of the month or first working day after the fifteenth if the fifteenth is not a working day.

7. Cancellation Policy

- 7.1 The Tutor will provide to the Client notice of any proposed holiday dates and request the same from the Client, in order to schedule lessons at a convenient time for both parties. The Tutor must notify Booster Tutor of the schedule agreed.
- 7.2 In the event of cancellation of a scheduled lesson, Booster Tutor must be informed and an alternative date will be agreed between Client and Tutor. The notification of Booster Tutor of the cancellation and alternative Session date will speed up administration and prevent delays to your payment.
- 7.3 Tutors should be aware that Clients must give notice of cancellation of any session more than twenty-four hours before the session is due to begin. If notice is given by that time, there is no charge to rearrange the session, and the Tutor is not paid for a session that has not been taught.
- 7.4 If notice is given within twenty-four hours of the start time of the session, there are two options. If the Tutor views the reason for cancellation as being unavoidable, and they choose not to charge for the session, then Booster Tutor will not charge the Client for the Session on behalf of the Tutor. If the Tutor does not deem the reason for cancellation to be unavoidable, or requires payment nonetheless, Booster Tutor will charge the Client for the Session on behalf of the Tutor and will pass on the Tutor's fees net of commission as usual.

8. Liability

- 8.1 Booster Tutor does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by you and you agree to indemnify Booster Tutor without limit in respect of any such claims.
- 8.2 The Company shall have no liability to the Tutor for any loss, damage, expenses, payments or injury which the Tutor may incur arising from the security or state or condition of any premises in which the Tuition is provided or from any act or omission of the Client, the Student or any third party occurring on any such premises or otherwise during the course of or in connection with the provision of the Tuition.
- 8.3 The Company shall have no liability for any loss or damage arising directly or indirectly from any act or omission of the Tutor. The Tutor shall indemnify the Company and keep the Company fully and effectively indemnified on demand against any actions, claims, costs, losses, damages, expenses, liabilities and payments which may be brought against or suffered or incurred by the Company as a result of or in connection with, directly or indirectly, the provision of the Tuition by the Tutor, any act or omission by the Tutor, and any breach or non performance of these Terms or the Terms of the Agreement between the Tutor and the Client by the Tutor.

9. Confidentiality

- 9.1 The Tutor undertakes that they will not at any time during or after the conclusion of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Booster Tutor, except that you may disclose Booster Tutor's confidential information as may be required by law, court order, or any governmental or regulatory authority.
- 9.2 The Tutor undertakes not to make use of confidential information encountered through association with Booster Tutor for any purpose other than to perform your obligations under this Agreement.

10. Data Protection Act

- 10.1 Booster Tutor uses tutor data for the purposes of the services that it provides. Tutors providing personal data consent to the use of that data by Booster Tutor for the purpose of effecting introductions to Clients, for billing and fee collection purposes and to enable Booster Tutor to contact the Tutor from time to time.

11. Truthfulness and Accuracy

- 11.1 The Tutor warrants and represents to the Company that all written and oral statements and information provided by the Tutor to the Company for the purpose of or in connection with the Tuition, including (but not limited to) personal information about the Tutor and/or your qualifications, credentials, references and suitability for providing the Tuition were when provided, and remain, true, complete and accurate.
- 11.2 If anything occurs which materially changes the information originally provided, such as but not limited to you being convicted of an offence subsequent to your DBS check, you must inform the Company of this information in order that the information provided to the Company about yourself remains truthful and accurate.