

General Terms and Conditions

1. **Parties.** In these terms and conditions, the words 'Tutor', 'Client' and 'Student(s)' refer to the individuals specified in Part 1 and, where applicable, any other individual with delegated authority working for and making decisions on their behalf.
2. **Services Offered.** The Tutor agrees to provide tuition to the Student(s) specified by the client, either in accordance with the details set out in Part 1 or as otherwise agreed subsequently between the Tutor and Client (preferably in writing, including by text message, email, via in-app messaging or any other means).
3. **Fees.** The Client agrees to pay the tutor a pre agreed rate.
4. **Payment Terms.** The Client agrees to pay the tutor at least one day before tuition is carried out.
5. **Disbursements and Expenses.** The Client agrees to pay disbursements and other expenses incurred by the Tutor on the Client's behalf, as long as they have been agreed in advance of being incurred.
6. **Cancellation by Client.** The Tutor's cancellation terms are that lessons are chargeable to the Client if the Client cancels with less than 24 hours notice prior to the start of the lesson (or fails to show up at all). The Tutor may waive or reduce the cancellation fee, at their sole discretion, where there are genuinely extenuating circumstances.
7. **Where possible, the tutor will aim to reschedule a lesson at their discretion due to cancellation by the Client. However, should this not be possible, the lesson is still chargeable.**
8. **Cancellation by Tutor.** If the Tutor has to cancel a lesson, there will be no charge for that lesson and the Tutor will try to rearrange it at a mutually convenient time.
9. **Technical Failure (online tuition).** For online tuition, where the tutorial cannot take place or is ended prematurely due to technical failure, if the technical issue is due to the failure of the Client's device or internet connection, this shall be treated as a cancellation by the Client and the lesson shall be chargeable. Where the technical issue is due to the failure of the Tutor's device or internet connection, this shall be treated as a cancellation by the Tutor and shall not be chargeable.
10. **Safeguarding and Professionalism.** The Tutor acknowledges and agrees that they have, or will have prior to commencing tuition, an Enhanced DBS check (or equivalent criminal record check, where they reside outside the UK) dated within the last 12 (twelve) months and that they are happy to show the Client a copy on request. The Tutor further agrees either to procure a new Enhanced DBS check or equivalent every 12 (twelve) months or to register for the DBS Update Service (or equivalent) and to maintain high standards of professionalism, complying with the Code of Practice published by The Tutors' Association, as amended.

11. Dispute Resolution. In the event of a dispute arising, the parties agree to take all necessary reasonable measures and act in good faith to resolve the dispute. Should this not be possible, both sides agree to consider Alternative Dispute Resolution (ADR).