Terms and Conditions for Clients

1 Definitions

1.1 In these Terms and Conditions:

"**Assignment**" means the course of Hourly Tuition and/or Residential Tuition set out and agreed in the Confirmation Correspondence;

"**Assignment End Date**" means the date on which the Assignment will end as agreed (if at all) in the Confirmation Correspondence;

"**Assignment Start Date**" means the date on which the Assignment will begin as discussed and/or set out in the Confirmation Correspondence;

"**Client**" means:
(a) the parent or legal guardian of the person for whom the tuition is arranged; and
(b) the recipient of these Terms and/or related communication to which these Terms and Conditions are attached, referenced or linked (also referred to in these Terms and Conditions as "**you**");

"Confirmation Correspondence" means the Conversation, the Summary and/or any subsequent correspondence between us which sets out, confirms or clarifies the details of an Assignment;

"**Conversation**" means the initial conversation between us referenced at clause 4.1;

"**Fee**" means the fee payable to Keystone Tutors for the Tutoring Service as set out in clause 5;

"**Hourly Tuition**" means Tuition sessions taught on an hourly basis at the Tuition Location where there is no agreement and/or expectation that the Tutor will need to remain available between two or more such tuition sessions;

"**Hours**" means the number of Tuition hours discussed/set out in the Confirmation Correspondence;

"**Keystone Tutors**" means Keystone Tutors Limited, a company registered in England and Wales, with company number 06840060, whose registered office is at 5 Blythe Mews, London, W14 0HW (also referred to in these Terms and Conditions as "**we**", "**us**" and "**our**");

"**Residential Tuition**" means a lesson or series of lessons for the Client at one or more Tuition Locations where the Tutor is required to stay overnight and/or remain available at the Tuition Location and/or alternative accommodation (as arranged by the Client) between Tuition sessions. Unless confirmed in the Confirmation Correspondence it shall be assumed that there is no obligation for the Tutor to remain available between tuition sessions and the provisions for Hourly Tuition rather than Residential Tuition shall apply;

"**Standard Hourly Fee**" means the hourly charge for the Tutor's services as set out in the email shortlisting potential tutors as described in clause 4.7.4 and/or any subsequent variation set out in any subsequent Confirmation Correspondence;

"**Summary**" means the summary of the Conversation referred to in clause 4.7.2;

"**Tuition**" means Hourly Tuition or Residential Tuition as agreed as appropriate;

"**Tutor**" means the sole trader or the personal service company who is registered with Keystone Tutors to provide educational tutoring services and who accepts an Assignment with you directly or via such personal service company. Where the Tutor is a personal service company reference to Tutor in this Agreement shall include where the context allows the individual operating via that personal service company;

"**Tutoring**" means as discussed/set out in the Confirmation Correspondence;

"**Tutoring Location**" has the definition discussed/set out in the Confirmation Correspondence;

"**Working Days**" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

2 General

2.1 These Terms and Conditions (and any document referred to in them including the Confirmation Correspondence) contain the entire agreement ("**Agreement**") between us and you and supersede any prior agreement between us relating to their subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

2.2 These Terms and Conditions apply (and shall be deemed to be accepted by you) to new Assignments and (in relation to any existing Assignment) from the moment at which Tutoring is next supplied under that Assignment, and shall apply thereafter in relation to each subsequent introduction of a Tutor to you by us and/or any subsequent Confirmation Correspondence we may have in relation to the first Assignments and/or any subsequent Assignment or subsequent potential Assignment.

2.3 Unless otherwise agreed in writing by a Director of Keystone Tutors, these Terms and Conditions shall prevail over any other terms of business or conditions put forward by you. To the extent that there is any conflict or inconsistency between any Confirmation Correspondence and the terms contained herein the terms contained in the Confirmation Correspondence shall take precedence for the relevant Assignment.

2.4 Nothing contained in this Agreement shall in any way constitute any Tutor as the employee(s) or worker(s) of Keystone or the Client; and Keystone confirms that the Tutor is engaged under a contract for services (in respect of which, without limitation, the Client does not have the right to control or direct the way in which the Tutor performs the services).

2.5 For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Regulations") the Company shall operate as an "employment business" in relation to the Tutor (except where any permanent placement results from the Company's introduction(s) to their client in which case the Company shall act as an employment agency). The Regulations only apply to work-finding services by an employment business where the worker works for and under the control of a hirer. The Tutor will not work under the control of any person and as such the services of the Company are not work-finding services for the purposes of the Regulations where the Tutor is self-employed. Nevertheless to the extent that the Regulations may be deemed to apply, which the Company does not accept, the Company shall operate as an employment business in relation to the Tutor (except where any permanent placement results from the Company's introduction(s) to their client in which case the Company shall act as an employment agency).

3 Obligations of Keystone Tutors

3.1 We will use reasonable endeavours to introduce to you a suitable Tutor to carry out Tutoring of such nature as you shall notify to us in advance of an Assignment in

accordance with clause 4.1. You accept that no warranty as to the suitability of the Tutor can be given by us.

3.2 We will ensure that prior to working on an Assignment the Tutor provides us with:

3.2.1 evidence as to his or her identity;

3.2.2 confirmation that he/she has the experience, training, qualifications and/or any authorisations which you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body; and

3.2.3 confirmation that he/she is willing to enter into the relevant Assignment.

3.3 We will take all reasonably practicable steps to confirm that the Tutor is suitable for the position concerned and to obtain copies of qualifications and authorisations required for the Assignment two references in relation to the Tutor, copies of which will be available to you on request if we obtain them and if we do not obtain them we shall let you know that we have not and what we have done to try to get them.

4 Obligations of the Client

4.1 You shall specify in the Conversation your exact requirements by providing full details of the subject areas and academic courses for which the Tutor is required and, in particular, by notifying us of any special skills required of the Tutor (including, for example, knowledge of specific texts or academic syllabi).

4.2 You warrant covenant and undertake that you have given (or will, prior to the relevant Start Date, give) to the Company sufficient information in order for the Company properly to consider the suitability of the Tutor to work on the Assignment in accordance with the Confirmation Correspondence, including but not limited to:

4.2.1 the identity of the Client and, if applicable, the nature of the Client's business;

4.2.2 the date on which the Client requires provision of the Assignment to commence and the duration or likely duration of provision of the Assignment;

4.2.3 details of the Tuition required; and

4.2.4 the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body for a Tutor to possess in order to provide the Tuition.

4.3 You are responsible for finding a suitable environment in which tuition can take place whether it be delivered face to face or online. You are required to notify us in the Conversation of any risks to health and safety known to you at the location at which the Tutor will undertake the tuition and what steps you have taken to prevent or control such risks in the Confirmation Correspondence. The suitability of such an environment remains at the absolute discretion of the Tutor at all times and Keystone Tutors reserves the right to terminate these Terms and Conditions and/or any Assignment issued in accordance with these Terms and Conditions if Keystone Tutors and/or the Tutor notifies Keystone Tutors that it is dissatisfied with health and safety at a Tutoring Location and/or the reported risk to health and safety at any Tutoring Location.

4.4 You warrant convent and undertake that you do not have the right to and shall not (and no other person shall have the right to and no other person shall) subject the Tutor to any supervision, direction or control ("SDC") in relation to how to deliver the Tuition;

4.5 You shall confirm in respect of each timesheet period that it remains the case that you do not have the right to and have not (and no other person has had the right to or has) subject(ed) the Tutor to any SDC in relation to how to deliver the Tuition.

4.6 You shall notify the Company without delay whenever you have reason to believe that the circumstances under which the Tutor provides or will provide the tuition under the Assignment has changed or will change such that the Tutor will be subject to SDC or the right of SDC.

4.7 For each Assignment Keystone will:

4.7.1 ask you to confirm certain information during the conversation, which will be your initial phone call or email to Keystone;

4.7.2 follow-up this phone call with an email summary of the information provided during the Conversation (the "**Summary**"). It is important that this Summary information is correct and we ask you to provide us with any information which is incorrect or missing from the Summary and otherwise confirm it is correct;

4.7.3 unless we hear from you after sending the Summary, assume that the Summary reflects your requirements for the Assignment and that we are entitled to rely on and pass the Summary information on to prospective tutors. Keystone Tutors will then send details of the prospective Assignment to prospective tutors;

4.7.4 compile and send you a shortlist of prospective tutors who we believe should match the requirements you set out in the Summary;

4.7.5 ask you to select a tutor from the shortlist. Once you have received the shortlist you will need to confirm via email the name of your selected tutor within 1 Working Day of the date on which the shortlist was issued to you by Keystone;

4.7.6 once we have received the confirmation set out at 4.7.5 we will assign the Tutor to provide the Tuition at the relevant Tutoring Location; during the relevant Hours; and from the relevant Assignment Start Date until the earlier of the Assignment End Date (if any) and/or the date on which the Assignment is terminated in accordance with these Terms and Conditions and/or the relevant notice period (if any) discussed/set out in the Confirmation Correspondence.

4.8 You are obliged to pay us any Fee as and when such Fee falls due in accordance with clause 5 of these Terms and Conditions.

5 Fees and Payment

5.1 Once an Assignment has commenced you will need to pay Keystone Tutors a Fee. This clause sets out how the Fee will be calculated and when the Fee will be payable.

5.2 The Fee will consist of one or a number of the relevant charges as set out at Schedule 1. Some components of the Fee are fixed and their value is set out at Schedule 1. Other components of the Fee (such as the Standard Hourly Fee) will vary depending on the Assignment and/or the Tutor and the value of such charges will be confirmed to you in the Confirmation Correspondence. If you have any queries about how the Fee is calculated and/or how it will apply to a particular Assignment please contact Keystone for a further explanation.

5.3 To help us calculate the Hourly Tuition Fee and/or (where applicable) the Residential Tuition Fee the Tutors supplies us with a record of the number of hours which he/she has spent providing Tuition. Where Tuition has been provided we will charge you in full for all time actually worked by the Tutor at the Standard Hourly Fee rate in accordance with this Agreement. We suggest that you keep your own record of tuition dates and times. The Tutor submits the timesheet to us on a rolling basis, and may ask you to sign off on it. Your approval of a timesheet shall be deemed conclusive evidence that you are satisfied with the work carried out by the Tutor and that you do not have the right to and have not (and no other person has had the right to or has) subject(ed) the Tutor to any SDC in relation to how to deliver the Tuition.

5.4 You don't pay the Tutor directly. You shall upload card details to your online account and you shall be automatically be invoiced the day after the Tutor submits details of any Tuition to us. Your card will be charged on the next day after the invoice is sent. VAT shall be paid in addition at the prevailing rate where and to the extent applicable.

5.5 With our prior agreement you may pay your invoice by direct bank transfer instead of uploading your card details to your online account.

5.6 Invoices must be paid upon receipt of the invoice. Any queries arising from any invoice must be brought to our attention within seven Working Days of the date of the relevant invoice. We may require you to pay in advance for future services.

5.7 We reserve the right to charge interest in respect of any amount outstanding after the period for payment referred to in clause 5.5 above (both before and after judgment) from the date of invoice up to and including the day of payment at the rate of 4% a year above the base rate from time to time of HSBC Bank plc.

6 Cancellation, Termination and Rearranging Lessons

6.1 **Cancelling a lesson - Hourly Tuition placements** please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly, though of course feel free to call Keystone Tutors too. Tutorials that are cancelled by you with less than 2 Business Days notice will be charged for in full. "Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London. For the avoidance of doubt notice to cancel a lesson given in accordance with this clause will not necessarily terminate an Assignment and/or this Agreement.

6.2 **Cancelling a lesson - Residential Tuition** please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you cancel a Residential Tuition lesson by giving 10 Working Days' notice or less you will be charged for the relevant lesson in full and we reserve the right to add to the Fees the cost of any pre-paid or non-refundable travel which the Tutor has incurred and/or Keystone Tutors has incurred on the Tutor's behalf. For the avoidance of doubt notice to cancel a lesson given in accordance with this clause will not necessarily terminate an Assignment and/or this Agreement.

6.3 **Rearranging lessons** both you and the Tutor must give reasonable notice to each other of any holiday commitments you may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged.

6.4 **Replacement tutors** in the event that you reasonably believe that the Tutor is unsuitable, please let us know as soon as possible. We will use reasonable endeavours to introduce you to a suitable replacement tutor.

6.5 **Terminating an Assignment with a specific Tutor** where tuition is not agreed for a specific period, please give at least two Working Days' notice of the end of tuition in writing both to your Tutor and to us so that your Tutor may conclude his or her work with the student and plan his or her commitments.

6.6 **Terminating this Agreement generally** Keystone Tutors may give you two Working Days written notice terminating this Agreement at any time, notwithstanding that either party may give notice in writing to the other terminating this Agreement with immediate effect if:

6.6.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;

6.6.2 the Client or Tutor indicates that the Tutor is subject to SDC or fails to provide confirmation in accordance with clause 4.5; or

6.6.3 the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either party ceases, or threatens to cease, to carry on business.

7 Liability

7.1 If you have a complaint against the Tutor or against us, you must inform us of that complaint within 24 hours of the occurrence that gave rise to it by sending an email to enquiries@keystonetutors.com.

7.2 We introduce tutors in good faith and in the belief that he or she will perform to the best of his or her abilities. However, to the extent that the Tutor is a self-employed professional we cannot guarantee the performance of the Tutor. Any opinion expressed by the Tutor is not necessarily an expression of the opinions of Keystone Tutors.

7.3 If the Client does, or intends to supervise, direct or control the manner in which the Tuition is being performed by the Tutor, the Client shall immediately notify the Company of that fact. The Company shall be entitled to terminate any Assignment by written notice to the Client with immediate effect if it receives such notice from the Client or otherwise has reasonable grounds to suspect the Tutor no longer works independently.

7.4 Neither Keystone Tutors nor any of its staff shall be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with the introduction or supply of a Tutor to you or with any failure by Keystone Tutors to introduce or supply a Tutor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

7.4.1 any act or omission of a Tutor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and

7.4.2 any loss, injury, damage, expense or delay incurred or suffered by a Tutor,

provided that nothing in this clause 7 shall exclude or restrict the liability of Keystone Tutors to you for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

8 Private Arrangements

8.1 You are not permitted to make private arrangements for tuition with Tutors introduced or supplied by us.

8.2 By confirming Tuition, you undertake not to make any such arrangements with any Tutor registered with us either during the term of this Agreement or for up to 3 months following its termination.

9 Responsibilities of the Tutor

9.1 A Tutor is not responsible for chaperoning minors, nor guarding a house and/or household effects. Please ensure that a responsible adult is on the premises at all times.

10 Data Protection

10.1 The terms "Personal Data", 'Data Controller', "Data Processor", and "process/processing" (and their derivatives) used in this clause 10 shall have the meaning given in applicable Data Protection Laws. "Client Data" means any Personal Data (other than Personal Data related to the Tutor(s)) held and processed by the Client, whether as a data controller or data processor.

10.2 The parties acknowledge that for the purposes of the Data Protection Laws, each party may be considered Data Controller and Data Processor with respect to Personal Data processed in connection with this Agreement.

10.3 Each party shall comply with the provisions and obligations imposed on them by the Data Protection Laws when processing Personal Data under this Agreement and in connection with the Assignment.

10.4 Notwithstanding clause 10.2, to the extent that either party processes any Personal Data as a Data Processor on behalf of the other party in connection with this Agreement or the Assignment, the first party will comply with the provisions and obligations imposed on a Data Processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) of UK GDPR which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement.

10.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if either party suffers a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

10.6 The Client warrants and undertakes that:

10.6.1 it shall be responsible for notifying the Tutor(s) of its fair processing information and securing any personal undertakings from the Tutor(s) as the Client (or any customer of the Client) may require in relation to the Tutor's access to and processing of Client Data. The Company shall not, unless otherwise agreed in writing by the parties, be responsible or liable for:

(i) ensuring that the Tutor(s) receives the Client's fair processing information; or

(ii) ensuring that the Tutor receives notice of the Client's fair processing information; or

(iii) securing any consents the Client may require from the Tutor(s) in relation to the processing of the Tutor's personal data; or

(iv) ensuring that the Tutor(s) processes Client Data in accordance with applicable Data Protection Laws;

10.6.2 the Company shall not be involved in the processing of Client Data;

10.6.3 where the Tutor has access to or otherwise processes Client Data, the Client's data processing policies shall apply to such processing; and

10.6.4 where the Assignment involves or may involve the processing of the Tutor's Personal Data outside the UK or the European Economic Area, the Client shall only process the Tutor's Personal Data in accordance with applicable Data Protection Laws.

10.7 The Client shall do nothing to place the Company in breach of Data Protection Laws.

10.8 The Client shall indemnify the Company for any Losses the Company incurs or suffers arising from any breach of the Client's obligations under this clause 10.

10.9 For the purposes of this Agreement:

10.9.1 "**Data Protection Laws**" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.

11 Miscellaneous

11.1 No modification or variation of this Agreement shall be effective unless a director of Keystone Tutors consents in writing to such modification or variation and/or as set out by the Company regarding a specific Assignment in the relevant Confirmation Correspondence.

11.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provision in question shall not be affected thereby.

11.3 Any waiver of any breach of, or default under, any of the terms of this Agreement by us, shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

11.4 We shall be entitled to transfer or assign the benefit and/or burden of this Agreement.

11.5 The expiration or termination of this Agreement, howsoever arising, shall not operate to affect such of the provisions of this Agreement as are expressed to operate after then.

11.6 Any notice to be given by one party to the other hereunder shall either:

11.6.1 be communicated verbally initially and confirmed in writing immediately; or

11.6.2 be communicated directly in writing and sent (either by post or electronic means) to an address designated for use by the intended recipient.

11.7 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

11.8 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate this Agreement by written notice to the other party.

12 Governing Law and Jurisdiction

12.1 This Agreement (and any non-contractual obligations or dispute or claim arising out of or in connection with it or its subject matter) shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1: CHARGING SCHEDULE

1. General

1.1 This Schedule 1 (the "**Charging Schedule**") sets out an explanation of the fees and other costs which Keystone is entitled to invoice you for in accordance with clause 5of the main Agreement to which this Charging Schedule is attached.

1.2 The amount and type of Fees applicable to an Assignment will be confirmed to you in the Confirmation Correspondence.

1.3 To the extent that any terms within this Schedule conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence.

2. The Fee

2.1 The Fee means the total of the following charges, as applicable:

2.1.1 the "Registration Fee" as set out at section 6 of this Charging Schedule;

2.1.2 the "Hourly Tuition Fee" calculated in accordance with section 3 of this Charging Schedule;

2.1.3 the "Residential Tuition Fee" calculated in accordance with section 4 below; and/or

2.1.4 any "Extra Charge" as set out at section 6 of this Charging Schedule.

3. Hourly Tuition Fee

3.1 The Hourly Tuition Fee shall be the total of:

3.1.1 the Tutor's Standard Hourly Fee multiplied by the number of hours during which Tutoring is provided; and

3.1.2 (if applicable) any travel expenses which may be payable as set out at clause 3.2 of this Charging Schedule; and

3.1.3 (if applicable) any charge for travel time which may be payable..

3.2 Expenses may not apply and to the extent that they do shall vary depending on the Tutoring Location. Any expenses (including travel expenses and travel time) must be

agreed in writing and in advance of the relevant Assignment Start Date and set out in the relevant Confirmation Correspondence.

4. Residential Tuition Fees.

4.1 The Residential Tuition Fee shall be the total of:

4.1.1 the Tutor's Standard Hourly Fee multiplied by the number of hours during which Tutoring is provided subject to a minimum of 4 hours charged at the Tutor's Standard Hourly Rate; and

4.1.2 (if applicable) any travel expenses payable as set out at clause 4.2 of this Charging Schedule.; and

4.1.3 (if applicable) any charge(s) for travel time payable.

4.2 Travel expenses include:

4.2.1 any cost incurred by Keystone Tutors or the Tutor representing the cost of the Tutor’s cost of travel to and from the Tutoring Location; and

4.2.2 any travel expenses agreed with you in writing and in advance of the relevant Assignment Start Date in addition to 4.2.1, including any expenses discussed/set out in the relevant Confirmation Correspondence.

4.3 Charge for travel time shall vary depending on the Tutor's departure time to reach the Tutoring Location. Any expenses (including travel expenses and travel time) must be agreed in writing and in advance of the relevant Assignment Start Date and set out in the relevant Confirmation Correspondence.

5. Registration Fee

Keystone Tutors shall be entitled to charge you a one off registration fee of £80.00 (excl. VAT) this will be included in your first invoice.

6. Extra Charges

6.1 An additional charge of £10 (excl. VAT) per child, per hour of Tuition will be charged for additional children attending any Tutoring session.