

THE LEARNERS COLLECTIVE

School Tuition Terms and Conditions

Definitions:

- **Client** – the person or organisation who has purchased Tutoring Services.
- **Course of Tuition** – the period over which the Tutorials take place.
- **Lesson Report** – the prescribed form in which the Tutor details all lesson planning, feedback, and Student progression throughout the Course of Tuition.
- **Student** – the person receiving Tutoring Services; the Student may be the same person as the Client or another person.
- **TLC Client Services** – all services provided by TLC to the Client, including the introduction of the Client to the Tutor, administration and payment processing services.
- **TLC Tutor Services** – all services provided by TLC to the Tutor, including the facilitation of the Tutor's provision of Tutoring Services.
- **Tutor** – the person that delivers the Tutoring Services to the Student.
- **Tutorial** – the agreed period in which the Tutoring Services takes place.
- **Tutoring Services** – the tuition provided by the Tutor to the Student.

1. Introduction:

1.1. The Learners Collective ("**TLC**") is a tuition agency which introduces Tutors to Clients. TLC does *not* provide Tutoring Services.

1.2. TLC has introduced the Client to the Tutor and both parties have agreed to commence Tutoring Services. The Tutor and Client agree that these Tuition Terms govern this engagement. Each party acknowledges that their relationship with TLC is governed by their respective representation and service agreements.

2. Status of Tutor

2.1. As a Tutor represented by TLC, you confirm that you are self-employed and engaged as an independent contractor. Nothing in these Terms creates an employment or partnership relationship between you and TLC. TLC acts only as an intermediary by introducing you to suitable Clients.

3. Fees

- **Client Fees** – the amount paid by the Client to TLC, which includes the Tutor Fee and the TLC Fees.
- **TLC Fees** – the portion of the Client Fees retained by TLC in consideration for the TLC Client Services.
- **Tutor Fees** – the portion of the Client Fees payable by TLC to the Tutor for providing the Tutoring Services.

3.1 TLC does not charge Tutors for any Fees for introductions to Clients. TLC Fees are charged only to Clients.

- 3.2 Acting as the Client's representative, TLC agrees an hourly rate for Tutoring Services with the Tutor (Tutor Fees). The Tutor and Client agree that all payments will be made through TLC. The hourly rate may not be changed by either the Tutor or the Client without TLC's prior written authority.

4. Tutor Obligations

- 4.1. Tutors must deliver the Tutoring Services in a professional manner with due skill, diligence and care, and must be punctual and maintain professional conduct at all times.
- 4.2. Tutors are solely responsible for the content and delivery of Tutorials, including the provision of suitable learning materials. Tutorials must be prepared and delivered in accordance with: (a) the relevant course of study or exam syllabus; (b) any Client instructions; and (c) TLC's general education philosophy and ethos.
- 4.3. After each Tutorial, Tutors must complete the Student's Lesson Report within twenty-four (24) hours via TutorCruncher, including details of work covered, follow-up work set, and feedback on Student's progress.
- 4.4. Tutors must keep Lesson Reports up to date at all times. Late or inaccurate Lesson Reports may result in delayed payments.
- 4.5. Where Students submit follow-up work, Tutors must mark it to a reasonable standard and return it within a reasonable time so that their progress is not hindered.
- 4.6. If Tutors cease to work with a Student who continues on their tuition with another Tutor represented by TLC, they must prepare a final report setting out work completed, areas of strength, areas of weakness, and outstanding areas of focus, to enable a smooth transition.

5. Client Obligations

- 5.1. The Client agrees to:

- 5.1.1. provide TLC and the Tutor with all information reasonably relevant to the Student's academic needs and progress;
- 5.1.2. satisfy themselves as to the Tutor's suitability following introduction by TLC;
- 5.1.3. be responsible at all times for the Student's supervision and safety where the Student is under 18-years of age;
- 5.1.4. pay all fees on time in accordance with the agreed payment schedule;
- 5.1.5. notify TLC immediately if the Tutor fails to attend the Tutorial.
- 5.1.6. ensure the Students treat Tutors with respect and do not use obscenities, threats, or abusive behaviour. If a Tutor reports inappropriate conduct, TLC may terminate TLC Client Services and retain any fees already paid.
- 5.1.7. not publish abusive, defamatory or derogatory comments about a Tutor, another Student, or TLC (including its staff or services) online.

6. Cancellations, Re-Scheduling, and 'No-Shows'.

- 6.1. TLC will give Tutors at least three (3) hours' notice if a Tutorial is to be cancelled. Where such notice is given, the Tutorial will be rescheduled. If TLC gives less than three (3) hours' notice, the Tutor will be entitled to invoice for fifty percent (50%) of the scheduled Tutorial fee and the Tutorial will be rescheduled.
- 6.2. Tutors must give TLC and, where possible, the Student and Client, at least three (3) hours' notice if they cannot attend a scheduled Tutorial. Where such notice is given, the Tutorial will be rescheduled at no cost to the Client.
- 6.3. If a Tutor cancels or reschedules more than two (2) Tutorials during a Course of Tuition, TLC reserves the right to terminate their Tutoring Services and substitute an alternative Tutor.
- 6.4. A Tutor shall be deemed late if they are not present and ready to begin at the scheduled start time of the Tutorial.
- 6.5. Where a Tutor is late, the Tutor must make up the lost time either: (a) at the end of the Tutorial (if the Students are available); or (b) by arranging an additional session at no cost, at a time agreed with the Students and approved by TLC.
- 6.6. Repeated lateness may, at TLC's discretion, be treated as a material breach of the Tutor's obligations and grounds for termination of their Tutoring Services.
- 6.7. If a Tutor attends a Tutorial and the Student is not present, the Tutor must wait for ten (10) minutes and email TLC to record the absence. The Tutor must then wait a further twenty-five (25) minutes. If the Student has still not arrived after that period, the Tutor may leave. In such cases, the Tutorial shall be recorded in the Tutor's Lesson Report as a "no-show", and the Tutor shall be entitled to invoice for fifty percent (50%) of the scheduled Tutorial fee.

7. Disputes

- 7.1. The parties shall use reasonable efforts to resolve any dispute in good faith and promptly through negotiation with TLC. TLC will aim to provide a written response by email within fourteen (14) days of any issue raised by a Client or Tutor.
- 7.2. TLC may, at its discretion, inform a Tutor or Client of a dispute raised against them or share any response provided. The conduct and outcome of any investigation will remain at TLC's sole discretion.
- 7.3. If a Client disputes whether a Tutorial occurred and the Tutor has not submitted a Lesson Report for that Tutorial, TLC will not normally be able to approve payment for the Tutor.
- 7.4. TLC reserves the right to suspend the provision of any TLC Client Services or TLC Tutor Services with immediate effect while an investigation is ongoing. These services may be resumed at TLC's discretion once the investigation is complete.

8. Safeguarding:

8.1.TLC takes safeguarding seriously and requires all Tutors to comply with TLC's Safeguarding Policy and Procedures (as updated from time to time). Copies are available at:

- [TLC Child Protection and Safeguarding Policy](#)
- [TLC Safeguarding Strategy](#)
- [TLC Anti-Bullying Policy](#)
- [TLC Behaviour Policy and Statement of Behaviour Principles](#)

8.2.The Client acknowledges that TLC are engaged solely to provide Tutoring Services and are not responsible for the Student's general supervision, welfare, or care outside of the scope of the Tutorial.

8.3.Where the Student is under 18, the Client remains responsible at all times for ensuring appropriate supervision and safeguarding arrangements are in place during Tutorials.

8.4.Clients who choose to permit Students to attend Tutorials without supervision do so at their own discretion and risk.

9. Warranties.

9.1.The Tutor warrants, represents and undertakes that:

- 9.1.1. they are at least eighteen (18) years old and have the necessary qualifications or experience to provide Tutoring Services in the subjects you teach;
- 9.1.2. all information they provide to TLC is true, accurate, and up-to-date;
- 9.1.3. they hold a valid and recent enhanced DBS and have provided TLC with a copy;
- 9.1.4. they are self-employed and solely responsible for their own tax, national insurance and other liabilities;
- 9.1.5. they will comply with all applicable Data Protection Legislation when handling any personal data;
- 9.1.6. they read, understood and familiarised themselves with TLC's Safeguarding Policies and Procedures available on the TLC website; and
- 9.1.7. they are not prevented from working with children or vulnerable adults and their name does not appear on any relevant barred lists.

9.2.Both the Tutor and Client agree not to make any private arrangements for tuition with each other, or with any Tutors or Clients introduced by TLC, during the Course of Tuition and for a period of twelve (12) months after its conclusion. If this Clause 9.2 is breached, the Tutor and Client shall be jointly and severally liable to TLC for all sums paid and received in respect of any such private arrangements.