

THE LEARNERS COLLECTIVE

TLC Schools Service Agreement

Background

- (1) TLC provides set-up, management and support services to schools wishing to arrange supplementary tutoring for their students;
- (2) TLC sources, identifies and onboards, carries out safeguarding checks, administers agreements with Tutors on behalf of the Sponsor, and coordinates the delivery of Tutorials;
- (3) Tutoring Services are delivered by independent Tutors engaged by the Sponsor. TLC does not itself provide Tutoring Services but provides the framework and support necessary for their delivery; and
- (4) The Sponsor wishes to engage TLC to provide TLC Client Services in accordance with these Conditions, and to arrange for Tutors to deliver Tutoring Services as specified in the relevant Order Confirmation.

1. Definitions and Interpretation:

In these Conditions (except where the context otherwise requires) the following words shall have the following meanings:

- **Agreement** – the contract formed by these Conditions between TLC and the Sponsor together with any relevant Order Confirmation.
- **Commencement Date** – the date specified in the relevant Order Confirmation on which the first Tutorial under that Order Confirmation is scheduled to take place.
- **Conditions** – these terms set out in this TLC Schools Service Agreement.
- **Losses** – any losses, damages, costs, claims, demands, fines, penalties, expenses and liabilities of any kind, whether direct or indirect, and including reasonable legal and professional fees.
- **Order Confirmation** – the document agreed by the Sponsor and TLC which sets out the specific Tutoring Services requested.
- **Services** – the collective term for the TLC Client Services and the Tutoring Services.
- **Sponsor** – the school or educational institution that contracts with TLC under an Agreement.
- **Student** – a pupil identified by the Sponsor receiving Tutoring Services under an Order Confirmation.
- **TLC Client Services** – the set-up, management, and support services provided by TLC to the Sponsor under this Agreement to facilitate the delivery of Tutoring Services.
- **TLC Fees** – the amounts payable by the Sponsor to TLC under an Agreement in respect of the Services.
- **TLC Materials** – all proprietary content owned or licenced by TLC.
- **Tutor** – an independent contractor engaged by the Sponsor (acting through TLC) to deliver Tutoring Services.
- **Tutorial** – a pre-booked online tutoring session delivered by a Tutor to a Student.
- **Tutoring Services** – the online tutoring delivered by a Tutor in a Tutorial.

Precedence: If there is any conflict among any element of the Agreement, the order of precedence will be (unless expressly stated otherwise for any particular term): (i) the Order Confirmation; (ii) these Conditions; (iii) the Schedules.

The words “include” and “including” mean “include without limitation” and “including without limitation”.

2. General: Basis of the Agreement

- 2.1. Each Order Confirmation constitutes an offer by the Sponsor to purchase the Services in accordance with these Conditions.
- 2.2. Each Order Confirmation is accepted only when TLC countersigns the Order Confirmation, at which point the parties enter into a binding Agreement for the Services specified in that Order Confirmation, governed by these Conditions.
- 2.3. Any samples, drawings, descriptive matters or advertising materials issued by TLC, and any descriptions or illustrations contained in TLC's promotional materials (including the TLC Materials) are for illustrative purposes only and do not form part of any Agreement or have contractual force.
- 2.4. **Parties:**
 - 2.4.1. The Sponsor and any school or other education facility operated by the Sponsor (a **"Managed Centre"**) may enter into an Order Confirmation.
 - 2.4.2. Where an Order Confirmation is entered into by a Managed Centre, references to "Sponsor" refer to the Managed Centre, and "party" or "parties" shall be construed accordingly.
 - 2.4.3. Each Order Confirmation shall, together with these Conditions, form a separate Agreement between the parties to that Order Confirmation only.
 - 2.4.4. Accordingly, one or more separate Agreements may exist at the same time, each governed by these Conditions.
 - 2.4.5. The Sponsor remains jointly and severally liable with each Managed Centre for all obligations under any Order Confirmation entered into by that Managed Centre.
- 2.5. TLC may amend these Conditions from time to time by publishing an updated version at www.learnerscollective.com/schools-service-agreement. Any amended Conditions apply only to Order Confirmations entered into on or after the date of publication. The Conditions applicable to an Order Confirmation are the version in force on the date that Order Confirmation is signed. TLC will notify the Sponsor of any material changes.

3. Supply of Services

- 3.1. **In consideration of the TLC Fees, TLC shall supply the TLC Client Services to the Sponsor in accordance with these Conditions, and shall arrange for the provision of Tutoring Services by Tutors pursuant to the relevant Order Confirmation.**

The TLC Fees are a bundled charge covering both the TLC Client Services and the Tutoring Services.

- 3.2. **The Services shall commence on the Commencement Date.**
- 3.3. **The Sponsor may purchase additional Tutorials by paying additional TLC Fees.**

TLC shall issue one or more further Order Confirmations for the Sponsor to review and execute (and TLC to countersign) whereupon a new Agreement shall be formed in respect of each such Order Confirmation.

- 3.4. As part of the TLC Client Services, TLC shall: (a) ensure that each Tutor has an up-to-date enhanced DBS check before being introduced to the Sponsor; and (b) use reasonable efforts to select appropriate Tutors for the Sponsor and its Students.
- 3.5. The Sponsor acknowledges that Tutors are independent contractors and not employees of TLC. In delivering the Tutoring Services, TLC, as an agent of the Sponsor, enters into separate agreements with such Tutors on the Sponsor's behalf in accordance with Schedule 2. This includes the authority to negotiate and agree the Tutor remuneration rates forming part of the TLC Fees. The Sponsor further acknowledges that Tutors are solely responsible for the Tutoring Services and have no authority to make representations on behalf of TLC.
- 3.6. TLC Fees shall be valid for the period set out in the relevant Order Confirmation and shall expire thereafter.

Following execution of an Order Confirmation, the Sponsor shall promptly identify the Students who will receive Tutoring Services. The Sponsor may substitute Students prior to the commencement of the Tutorials, provided that any replacement Student is a suitable fit in TLC's reasonable opinion.

- 3.7. Once Tutorials under an Order Confirmation have commenced, the Sponsor may substitute Students with TLC's prior consent but shall not be entitled to any refund in respect of Tutorials already delivered or missed by a Student for any reason.
- 3.8. For the avoidance of doubt, where Tutorials are delivered as a sequential series, if a Student misses a Tutorial, the Tutor shall have no obligation to restart or re-perform that Tutorial.
- 3.9. From time to time, TLC may substitute one or more Tutors to provide the Tutorials.
- 3.10. TLC shall use reasonable efforts to match each Tutor's skills with the Sponsor's Order Confirmation, based on Students' needs as communicated by the Sponsor.
- 3.11. TLC shall have the right to make any changes to the Services which are necessary to comply with any Legislation or safety requirement, or which do not materially affect the nature or quality of the Services and TLC shall notify the Sponsor in any such event.
- 3.12. TLC warrants to the Sponsor that the TLC Client Services will be provided using reasonable care and skill. The Tutoring Services are the sole responsibility of the relevant Tutor, and TLC gives no warranty in respect of them.

4. Sponsor Obligations

4.1. The Sponsor shall:

- 4.1.1. ensure that the terms of the Order Confirmation and any information it provides to TLC are complete, accurate, up to date, and promptly notify TLC of any changes;

4.1.2. take all steps necessary to ensure that the Students do not provide any unnecessary or sensitive personal information to Tutors outside the scope of the Tutoring Services;

4.1.3. pay the TLC Fees in accordance with Clause 6;

4.1.4. co-operate with TLC in all matters relating to the Services and promptly provide such information and materials as TLC may reasonably require in order to facilitate the Tutoring Services provided by the Tutor, ensuring that such information is accurate and up to date in all material respects;

4.1.5. obtain and maintain all necessary licenses, permissions and consents which may be required before the Commencement Date and thereafter during the subsistence of the Agreement;

4.1.6. be responsible for providing all services, equipment and facilities required for Students to access the Tutoring Services, including without limitation:

4.1.6.1. A modern web browser capable of accessing TutorCruncher, Zoom and Microsoft Teams;

4.1.6.2. Working microphones, webcams and headsets; and

4.1.6.3. Internet connection with download and upload speeds greater than 0.6 Mbps and ping and jitter speeds less than 80ms.

4.1.7. ensure that it does not enter into any direct or private arrangements with any Tutor introduced by TLC during the duration of Tutoring Services or for a period of twelve (12) months thereafter. Any breach of this Clause 4.1.7 shall entitle TLC, without prejudice to its other rights and remedies, to recover from the Sponsor a reasonable sum that would have been payable had the arrangement been provided through TLC.

4.2. **If TLC's performance of any of its obligations is prevented or delayed by any act or omission by the Sponsor (including a Student) or by any failure by the Sponsor to perform any relevant obligation (a "Sponsor Default"):**

4.2.1. TLC shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Sponsor remedies the Sponsor Default, and may rely on the Sponsor Default to relieve it from the performance of any of its obligations to the extent the Sponsor Default prevents or delays such performance;

4.2.2. Subject to Clause 10.1, TLC shall not be liable for any Losses incurred by the Sponsor as a result of a Sponsor Default, and shall have no liability whatsoever to the Sponsor for any Losses arising through the exercise of its rights set out in this Clause 4.2.

5. Cancellation and Re-Arrangements

5.1. Sponsors

5.1.1. If the Sponsor wishes to re-arrange a Tutorial, at least twenty-four (24) hours' written notice must be given to TLC. Where such notice is given, the Tutorial will be rearranged at no additional cost.

5.1.2. If the Sponsor gives less than twenty-four (24) hours' notice, the Tutorial shall be deemed to have been delivered and shall remain chargeable in full, with no entitlement to re-arrange.

5.2. Students

5.2.1. A Tutorial shall be deemed delivered and chargeable in full where a Student is absent or fails to attend for any reason, unless Clause 5.1 applies.

5.2.2. Where a Student arrives late to a Tutorial, the Tutorial will still end at the scheduled time and remain chargeable in full.

5.2.3. If a Student cannot attend a Tutorial, they must provide at least six (6) hours' notice to TLC. Where such notice is given, the Tutorial will be rearranged at no additional cost. In the case of Group Tutorial (being a Tutorial attended by more than one Student), the Tutorial will only be re-arranged if all Students in that Group Tutorial are unable to attend and such notice is given. If one or more Students remain able to attend the group, the Group Tutorial shall proceed as scheduled and remain chargeable in full.

5.3. Tutors.

5.3.1. TLC reserves the right to substitute Tutors or re-arrange Tutorials where reasonably necessary (including due to Tutor illness or unforeseen availability) and will use reasonable efforts to notify the Sponsor as soon as practicable.

5.3.2. If a Tutor cancels or re-arranges more than two (2) Tutorials in a Term, TLC reserves the right to replace that Tutor with an alternative Tutor of suitable standing.

5.4. TLC may, at its sole discretion, waive or vary the application of this Clause 5 in exceptional circumstances, provided that such waiver or variation shall not constitute a waiver in respect of any future Tutorials.

5.5. Except as expressly provided in this Clause 5, the Sponsor shall not be entitled to any refund or credit for missed, unattended, or curtailed Tutorials.

6. Sponsor Fees and Settlement

6.1. **TLC shall invoice the Sponsor for the TLC Fees in accordance with the relevant Order Confirmation.**

The Sponsor shall pay each invoice in full within ten (10) days of the invoice date (or in accordance with an agreed payment schedule). Time shall be of the essence in respect of all payment of TLC Fees.

6.2. **If the Sponsor fails to pay any undisputed amount by its due date, this shall constitute a Sponsor Default and TLC may exercise its rights under Clause 4.2, including suspension of the Services (in whole or in part) without liability.**

- 6.3. The Sponsor shall pay all undisputed amounts due under an Agreement in full without any set-off, counterclaim, deduction, or withholding (except for any deduction or withholding required by law).

TLC may at any time, without limiting its other rights or remedies, set off any amount owed by it to the Sponsor against any amount payable by the Sponsor to TLC.

- 6.4. Where a Tutorial is cancelled by the Sponsor or unattended by a Student without TLC's prior agreement then, in accordance with Clauses 3.6 and **Error! Reference source not found.**, the Sponsor is not entitled to any refund associated with such Tutorial.

- 6.5. TLC Fees are valid only in the relevant academic year specified in the relevant Order Confirmation.

The Sponsor shall not be entitled to carry forward any unused portion of TLC Fees to a subsequent academic year. Any unused TLC Fees shall lapse automatically at the end of the academic year stated in the Order Confirmation, and the Sponsor shall not be entitled to a refund or credit in respect thereof. For the avoidance of doubt, this does not affect the Sponsor's obligation to pay any outstanding invoices properly issued in respect of that academic year.

7. Intellectual Property

- 7.1. All Intellectual Property Rights in the TLC Materials or arising out of or in connection with the TLC Client Services (together with any improvements, adaptations or modifications thereto) shall be owned by and remain vested in TLC (or its licensors).
- 7.2. The Sponsor and its Students may use TLC Materials solely as necessary to receive the benefits of the Services. The Sponsor may not otherwise use, copy, modify, distribute, adapt or exploit any TLC Materials without TLC's prior written consent.
- 7.3. Except as expressly provided in these Conditions, each party shall retain ownership of its own Intellectual Property Rights, and nothing in these Conditions transfers, assigns, or grants any right, title, or interest in either party's Intellectual Property Rights to the other.
- 7.4. All Intellectual Property Rights in materials produced by a Tutor in the course of providing the Tutoring Services shall remain the property of the Tutor, provided that the Tutor grants its Students a non-exclusive, non-transferable licence to use such materials solely for their own educational purposes.
- 7.5. The Sponsor grants TLC a non-exclusive, royalty-free licence to use the Sponsor's name, branding and logo on TLC's websites, case studies, presentations, proposals or other marketing materials, solely for the purpose of promoting TLC and its Services. TLC shall use branding in a reasonable and responsible manner and in accordance with any brand guidelines notified by the Sponsor. Use of the Sponsor's branding does not imply endorsement. The Sponsor may withdraw this permission at any time by giving thirty (30) days' written notice.
- 7.6. The Sponsor shall not, and shall ensure that Students do not, record any Tutorial without TLC's prior written consent. Where TLC records Tutorials for safeguarding and quality assurance, such recordings will be handled in accordance with Schedule 1 and our

[Record Management, Retention and Disposal Policy](#). They will be made available to the Sponsor on reasonable request for safeguarding and quality assurance review.

8. Confidentiality

- 8.1. Each party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature (including personal data) which is disclosed to it by the other party (disclosing party), its employees, agents or subcontractors, together with any other information concerning the disclosing party's business, its products or services which the receiving party may obtain in connection with an Agreement ("Confidential Information").
- 8.2. The receiving party shall only use the Confidential Information for the purpose of performing or enforcing its rights under an Agreement, and shall only disclose such Confidential Information to those of its employees, agents, contractors and sub-contractors who need to know for such purpose, and shall ensure that such persons comply with obligations of confidentiality equivalent to those set in this Clause 8.
- 8.3. The obligations in this Clause 8 shall not apply to any information which the receiving party can demonstrate: (a) is or becomes public knowledge other than through a breach of these Conditions; (b) was lawfully known to the receiving party before disclosure by the disclosing party; or (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- 8.4. The receiving party may disclose Confidential Information: (a) where required to do so by law, a governmental or regulatory authority, or a court of competent jurisdiction; or (b) with the prior written consent of the disclosing party.
- 8.5. This Clause 8 shall survive termination or expiry of an Agreement for a period of five (5) years.

9. TLC Obligations

9.1. TLC agrees to:

- 9.1.1. provide the TLC Client Services with reasonable skill and care;
- 9.1.2. conduct the TLC Client Services in accordance with applicable legislation; and
- 9.1.3. provide the TLC Client Services promptly and provide the Sponsor with such information as it may reasonably require in connection with the TLC Client Services, in accordance with these Conditions and the relevant Order Confirmation.

9.2. The Sponsor acknowledges that:

- 9.2.1. TLC's obligations are limited to providing the TLC Client Services;
- 9.2.2. TLC's responsibility in relation to Tutors is limited to making reasonable efforts to match Students with appropriate Tutors based on the Sponsor's requirements; and,

- 9.2.3. the Tutoring Services are provided solely by Tutors as independent contractors, and TLC shall have no responsibility or liability for the content, quality, or outcomes of the Tutoring Services.

10. Liability

- 10.1. **This Clause 10 sets out the entire financial liability of TLC (including any liability for the acts or omissions of its sub-contractors, employees and agents) to the Sponsor:**

- 10.1.1. arising under or in connection with these Conditions or any Agreement;
- 10.1.2. in respect of any use made of the Services, the TLC Materials or any Tutor-provided materials; and
- 10.1.3. in respect of any representation, statement, or tortious act or omission (including negligence) arising under or in connection with these Conditions or any Agreement.

- 10.2. **Except as expressly and specifically provided in these Conditions:**

- 10.2.1. the Sponsor assumes sole responsibility for results obtained from the use of the Services and any Tutor-provided material. The Tutor has sole responsibility for the content of Tutorials and the provision of Tutoring Services to Students. For the avoidance of doubt, TLC shall have no liability for the acts, omissions, content or performance of Tutors in delivering the Tutoring Services;
- 10.2.2. TLC shall not be liable for any Losses or damage caused by errors or omissions in any information or instructions provided to TLC by the Sponsor, or for any actions taken by TLC at the Sponsor's direction; and
- 10.2.3. all warranties, representations, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded.

- 10.3. **Nothing in these Conditions excludes the liability of either party for:**

- 10.3.1. death or personal injury caused by its own negligence; or
- 10.3.2. fraud or fraudulent misrepresentation; or
- 10.3.3. any other liability which cannot lawfully be excluded or limited.

- 10.4. **Subject to Clauses 10.2 and 10.3:**

- 10.4.1. except in respect of the Sponsor's payment obligations, TLC shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, for misrepresentation, restitution or otherwise for loss of profits, loss of business, depletion of goodwill (including damage to reputation), loss or corruption of data or information, or any indirect, special, or consequential loss, costs, damages, charges or expenses arising under or in connection to these Conditions or any Agreement; and
- 10.4.2. TLC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), for misrepresentation, restitution or otherwise, arising in connection with any

Agreement shall be limited to the total TLC Fees paid under the relevant Order Confirmation in the six (6) months immediately preceding the event giving rise to the claim.

11. Complaints

TLC endeavours to meet the highest standards when providing the Services. TLC take any complaints received very seriously. TLC encourages the Sponsor to bring any complaint to its attention and welcomes any suggestions for improving its procedures. TLC will use reasonable endeavours to solve any disagreements quickly and efficiently. If the Sponsor is not happy with the way TLC deals with any complaint the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within fourteen (14) days of notice of the dispute, the mediator will be nominated by the CEDR. Nothing in this Clause 11 prevents either party seeking urgent injunctive or equitable relief.

12. Term and Termination

12.1. These Conditions shall take effect on the Commencement Date of the Order Confirmation and shall continue in force until the completion of the last Tutorial under that Order Confirmation, unless terminated earlier in accordance with Clause 12.

12.2. Termination or expiry of these Conditions shall be without prejudice to: (a) any rights, remedies, obligations or liabilities of the parties which have accrued up to date of termination or expiry (including the right to claim damages in respect of any breach existing at or before that date); and (b) any provisions of these Conditions which expressly or impliedly are intended to survive termination or expiry.

12.3. Without affecting any other right or remedy available to it, TLC may suspend provision of the Services under all Agreements with the Sponsor, or terminate these Conditions or all Agreements with immediate effect by giving written notice to the Sponsor if:

12.3.1. the Sponsor fails to pay any amount due under an Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

12.3.2. the Sponsor commits a material breach of any other term of these Conditions or an Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

12.3.3. the Sponsor becomes insolvent, has a receiver or administrator appointed, enters into liquidation, or is otherwise unable to pay its debts as they fall due.

13. Consequences of Termination

13.1. On termination of these Conditions or of any Agreement (in whole or in part) for any reason:

13.1.1. the Sponsor shall immediately cease to receive or use the Services;

- 13.1.2. TLC shall have no obligation to continue with or complete any pending Services under the terminated Agreement, and shall incur no liability to the Sponsor in respect of such cessation;
- 13.1.3. the Sponsor shall immediately pay to TLC all outstanding unpaid invoices and interest. In respect of the Services supplied but not yet invoiced, TLC shall submit an invoice, which shall be payable by the Sponsor within fourteen (14) days of receipt;
- 13.1.4. termination or expiry shall be without prejudice to the accrued rights, remedies, obligations and liabilities of the parties as at the date of termination or expiry, including any right to claim damages for a breach arising at or before that date; and
- 13.1.5. any provision of these Conditions which expressly or by implication is intended to survive termination, shall remain in full force and effect.

14. Data Protection

- 14.1. Each party shall comply with its respective obligations under the applicable Data Protection Legislation in relation to the processing of any Shared Data under or in connection with these Conditions, as expressed in Schedule 1. The Sponsor will act at the primary point of contact for data subjects.
- 14.2. The parties acknowledge that they act as Joint Controllers in respect of the Shared Data for the purposes and in relation to the processing activities described in Schedule 1, as updated by agreement in writing between the parties from time to time.
- 14.3. Each party shall:
 - 14.3.1. ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to, Shared Data;
 - 14.3.2. provide such cooperation and assistance as is reasonably required to enable the other party to comply with its obligations under the Data Protection Legislation (including in relation to data subject rights, personal data breaches and consultations with supervisory authorities);
 - 14.3.3. not transfer any Shared Data outside the United Kingdom unless such transfer complies with Data Protection Legislation, including (where applicable) reliance on adequacy regulation, or the use of appropriate safeguards such as the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses;
 - 14.3.4. maintain a clear allocation of responsibilities for transparency notices and data requests as set out in Schedule 1; and
 - 14.3.5. promptly notify the other of any personal data breach relating to Shared Data.
- 14.4. Each party shall promptly notify the other if it receives any complaint, notice, request or communication which relates to the processing of Shared Data under this Agreement and shall provide reasonable cooperation in relation to such matter.

- 14.5. Subject to Clause 10, each party shall indemnify the other against all Losses (including reasonable legal and regulatory defence costs) directly arising from any material breach by that party (or its employees) of this Clause 14 or applicable Data Protection Legislation. A party will not be liable under this indemnity to the extent the Losses were caused by the other party's own acts or omissions.

15. Force Majeure

TLC shall not be liable for any delay or failure in performing its services if such delay or failure results from an event beyond TLC's reasonable control, including (without limitation) acts of God, flood, fire, epidemic, pandemic, war, terrorism, labour disputes, changes in law or government policy, internet or telecommunication failures, or the failure of third-party platforms used to deliver the Tutoring Services ("**Force Majeure Event**").

If a Force Majeure Event prevents TLC from performing its services for more than thirty (30) consecutive days, TLC may terminate the affected Agreement on written notice with no liability to the Sponsor (save for fees properly due for Services already performed).

16. General Terms

- 16.1. **Assignment:** The Sponsor shall not, without the prior written consent of TLC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under an Agreement. TLC may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under an Agreement.
- 16.2. **Subcontracting:** TLC may sub-contract any element of the Services, including the Tutorials.
- 16.3. **Severance:** If any provision (or part of a provision) of an Agreement is or becomes invalid, unenforceable or illegal, it shall be deemed modified to the minimum reasonable extent necessary to make it valid, enforceable and legal. If such modification is not possible, the relevant provision (or part provision) shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of an Agreement.
- 16.4. **Entire Agreement:** An Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, Order Confirmations, understandings and negotiations, whether oral or written. The Sponsor acknowledges that it has not relied on any statement, promise, representation, assurance or warranty not set out in this Agreement.
- 16.5. **Governing Law:** An Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 16.6. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter.
- 16.7. **Notice:** Any notice required to be given under an Agreement shall be in writing and shall be delivered by e-mail (provided no delivery failure notice is received), hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address specified in the Order Confirmation. A notice shall be deemed received (a) if delivered by hand, when delivered (or at 9am on the next business day if delivered outside of business hours); (b) if sent by pre-paid first class post or recorded delivery, at 9am on the second business day after posting; and (c) if sent by email, at the time of transmission (or at 9am on the next business day if sent outside of business hours).

- 16.8. **Remedies Not Exclusive:** Except as expressly provided in an Agreement, the rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
- 16.9. **Status:** Nothing in an Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act generally as agent for the other, except to the limited extent expressly provided in Clause 3.5.
- 16.10. **Third Party Rights:** The Contracts (Rights of Third Parties) Act 1999 shall not apply to an Agreement. No person other than the Sponsor and TLC shall have any rights under it.
- 16.11. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under an Agreement or by law shall constitute a waiver of that or any other right or remedy.

Schedule 1

Processing Details

1. Agreed Purposes:

The parties agree that they are Joint Controllers of any Shared Data processed by either of the parties for all of the following Agreed Purposes and any other purposes relating to these Agreed Purposes:

- Enabling Sponsor staff to facilitate the provision of Tutoring Services, create an account for the Student on Microsoft Teams and/or Zoom and allow bookings between Sponsor staff and Tutors;
- Facilitate matching between Students and Tutors;
- Providing consistent, quality online tuition to Students;
- Enabling Students and Sponsor staff to communicate with other users, and receive updates from TLC about the Student's academic and personal progression;
- Provide video recordings of the Tutorials to the Student for recall and safeguarding reasons;
- Enabling payments;
- Providing technical and personal support to Students, Tutors and Sponsor staff;
- Sharing feedback and resources between Sponsor staff and Tutors; and
- Maintaining quality of service, error detecting and being up to date with cyber security.

2. The Shared Data:

- Email addresses of teachers, Tutors, Student and parents/guardians;
- Student profile details including at least some of the following: first name, surname, name of school, year group, current grade, target grade, exam board, areas for development, date and time of Tutorials, and Special Category Data around disabilities or specific requirements;
- Student-specific feedback provided by Tutors;
- Video recording of Tutorials;
- Tutor profile information including CVs and biographies;
- Messages exchanged between Students and Tutors or Sponsor staff and Tutors;
- Financial information of the Sponsor including payment history and payment card details; and
- TLC staff information e.g., for Customer Relationship Management (CRM) or technical support.

3. Categories of Data Subject

- Sponsor staff;
- Student;
- Parent/Guardian;
- Tutor; and
- TLC staff.

Schedule 2

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.