

# THE LEARNERS COLLECTIVE

## TLC Schools Service Agreement

### Background

- (1) TLC operates as an online learning agency for the provision of supplementary education;
- (2) TLC sources independent Tutors to provide Tutoring Services to Students via online communication platforms (“**TLC Client Services**”); and
- (3) Sponsor wishes to engage the TLC Client Services, as detailed in the relevant Order Confirmation, in order to support its students.

TLC operates as an online learning agency. TLC does not provide Tutoring Services: TLC sources independent Tutors, with whom the Sponsor enters into an agreement for such independent Tutors to provide Tutoring Services including the provision of Tutorials to Students selected by the Sponsor. These Tutorials are to be delivered to Students via online communication platforms e.g., Microsoft Teams.

### 1. Definitions and Interpretation:

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

- **Agreement** – refers to the contract between TLC and the Sponsor for the supply of the Services in accordance with these Conditions, the parties agreeing an Order Confirmation, and includes any documents referred to or hyperlinked therein unless expressly excluded.
- **Business Day** – a day (other than a Saturday, Sunday, or public holiday) when banks in London, UK are open for business.
- **Commencement Date** – the date on which the first pre-booked Tutorial is to take place as set out in the Order Confirmation.
- **Condition(s)** – means these conditions set out in this TLC Schools Service Agreement as amended from time to time.
- **Effective Date** – means the date of signature of this Agreement.
- **Force Majeure** – means any circumstance arising that is beyond the reasonable control of the affected party including any industrial dispute affecting any third party; government regulations; non-performance of third-party Scholars; fire, flood, act of God or other natural disaster; epidemic or pandemic (in accordance with the relevant UK Government and/or World Health Organisation guidelines); civil riot, or war.
- **Intellectual Property Rights** – patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Legislation** – all applicable laws, Acts of Parliament and Treaties and all orders, regulations, directives, conventions, and subordinate legislation made pursuant to such an Act or Treaty or otherwise having the force of law.
- **Losses** – any claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.

- **Normal Business Hours** - the period beginning Monday 9:00 am to 5:00 pm local UK time Thursday.
- **Order Confirmation** - the relevant order form agreed and executed by the parties which forms part of this Agreement incorporating these Conditions which can be executed online via electronic signature (using DocuSign or a similar service) or manually as required.
- **Personally Identifiable Information** – any data that can be used to clearly identify an individual.
- **Services** – refers to the provision of TLC Client Services and enjoyment of TLC Materials, each as detailed in an Order Confirmation.
- **Sponsor** – means the party contracting with TLC. The Sponsor is the Student's sponsor and has a legal contractual relationship with (1) TLC in respect of the Services and (2) the independent Tutors in respect of their individual provision of Tutoring Services. The Sponsor is responsible for the Student and for paying the TLC Fees to TLC.
- **Student** – means a person who is a student at the Sponsor's school and who will be receiving the Tutoring Services delivered by a Tutor and paid for by the Sponsor pursuant to an Order Confirmation.
- **TLC Fees** – refers to the payment made to TLC by the Sponsor in respect of the Services. This includes the fees payable to any independent Tutors for their provision of Tutoring Services.
- **TLC Materials** – refers to all content on and off the TLC Website and content used in the commission of the Services that is owned by, or licensed to, TLC.
- **Term** – refers to the duration of these Conditions between the Parties as set out in Clause 11.
- **Tutor** – refers to the independent Tutor that delivers the Tutoring Services to the Student. The Tutor may also be referred to as Scholar.
- **Tutorial** – refers to the online pre-booked agreed period in which the Tutor provides Tutoring Services to the Student via an online platform, which is booked by the Sponsor.
- **Tutoring Materials** – refers to the content relating to the Tutoring Services (including images (audio and/or visual), text, music, trademarks, symbols, logos, slogans, and teaching resources owned by, or licenced to, TLC).
- **Tutoring Services** – means the provision of online tutoring by a Tutor by way of individual Tutorials in real-time, and suitability tailored to meet the individual requirements of the Student as specified by the Sponsor.

**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. The Order Confirmation constitutes an agreement following an offer by the Sponsor to purchase the Services in accordance with these Conditions.
- 2.2. The Order Confirmation shall only be deemed to be confirmed and accepted when TLC countersigns the Order Confirmation at which point, and on which date the Agreement shall come into existence ("**Effective Date**").
- 2.3. Any samples, drawings, descriptive matters or advertising issues by TLC, and any descriptions or illustrations contained in TLC's promotional materials including the TLC Materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

### 2.4. Parties:

- 2.4.1. The Sponsor and any school or other type of education facility which is operated by them (a "**Managed Centre**") may enter into an Order Confirmation which is governed by these Conditions.
- 2.4.2. Where an Order Confirmation is entered into by a Managed Centre, references in the Agreement and these Conditions to "Sponsor" refer to the Managed Centre, and "parties" or "party" shall be construed accordingly.
- 2.4.3. Each Order Confirmation shall, together with these Conditions, comprise a single agreement between the parties to the Order Confirmation only.
- 2.4.4. Accordingly, one or more separate Agreements may be created, each governed by these Conditions.
- 2.5. TLC reserves the right to vary the terms of these Conditions from time-to-time in which case the relevant changes may be found at [www.learnerscollective.com/schools-service-agreement](http://www.learnerscollective.com/schools-service-agreement). It remains the sole responsibility of the Sponsor to regularly monitor [www.learnerscollective.com/schools-service-agreement](http://www.learnerscollective.com/schools-service-agreement) to view the latest version of these Conditions.

### **3. Supply of Services**

- 3.1. In consideration of the TLC Fees, TLC shall supply the Services selected on the Order Confirmation to the Sponsor.**

The Sponsor may redeem the TLC Fees against the provision of Tutoring Services which shall be performed by Tutors in accordance with the Order Confirmation.

- 3.2. The supply of the Services shall begin on the Commencement Date.**

- 3.3. The Sponsor may purchase additional Tutorials in consideration of the payment of additional TLC Fees.**

To do this, TLC shall issue one or more further Order Confirmation documents for the Sponsor to review, agree, and execute whereupon a new Agreement shall be formed.

- 3.4. TLC shall ensure that each Tutor will undergo an enhanced DBS check prior to becoming a Tutor and being offered to the Sponsor under the Services.**

As part of the Services, TLC will use all reasonable efforts to select appropriate independent Tutors to the Sponsor and the Sponsor's Students.

- 3.5. The Sponsor further acknowledges that Tutors are not employees of TLC. In delivering the Services, once the required independent Tutors have been identified and selected by TLC to deliver the Tutoring Services as specified by the Sponsor in the relevant Order Confirmation, TLC, as an agent of the Sponsor, enters into separate agreements with such Tutors, the terms of which are governed by these Conditions and the relevant terms of the Tutors' Representation Agreement (as set out in Appendix 2) and the Tuition Terms (as set out in Appendix 3). The Sponsor authorises TLC, on the Sponsor's behalf, to enter into such agreements.**

Tutors do not have any power 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.**

After the Order Confirmation is agreed, the Sponsor will promptly identify the Students to benefit from the Tutoring Services and shall apply the TLC Fees for the benefit of those Students only. The Sponsor may not reallocate the TLC Fees between Students without the prior written consent of TLC, which will not be unreasonably withheld or delayed provided that the replacement student is a suitable fit with the Tutors in TLC's reasonable opinion. The Sponsor will maintain its own internal record of which Tutorials are allocated to which Students.

**3.7. TLC and the Sponsor will agree which TLC Fees shall be allocated against which Tutorial and agree the timetable for the delivery of all Tutorials to Students in advance, in consultation with, and on behalf of, the Sponsor and the Tutor.**

Once agreed, the timetable shall be binding on both parties and may not be amended without the prior consent of TLC. Once booked, a Sponsor may cancel a Tutorial or remove a Student from a Tutorial but shall not be entitled to the return of the TLC Fees allocated to that Tutorial or that Student (as appropriate).

**3.8. The Sponsor acknowledges and agrees that if the Tutorials are delivered as a series of sequential Tutorials, if one is missed by a Student, for whatever reason, the Tutor will have no obligation to restart the series or re-perform that Tutorial in respect of the Student absence for whatever reason and the TLC Fees allocated to the Tutorial will be forfeited.**

**3.9. From time to time, TLC may substitute one or more Tutors to provide the Tutorials.** Subject to Clause 3.5, the Sponsor may substitute a Student provided that they are the same level of the original Student and require tuition in the same subject.

**3.10. TLC's Tutor selection will be made using reasonable efforts to match the Tutor's skills with the Sponsor's request for Tutorials based on Students' needs as communicated to TLC 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 Services will be provided using reasonable care and skill.**

#### **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 and up to date at all times;

4.1.2. take all steps necessary to ensure that the Student does not provide any Personally Identifiable Information to a Tutor in the course of receiving the Services;

- 4.1.3. pay the TLC Fees as set out in Clause 5 below;
- 4.1.4. co-operate with TLC in all matters relating to the Services and provide TLC with such information and materials as TLC may reasonably require in order to facilitate the provision of the Tutoring Services provided by the Tutor and ensure 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 to enable the students to access the Services including but not limited to suitable hardware, software, and secure network connectivity to the internet. These provisions shall include but may not be limited to:
  - 4.1.6.1. The latest version of Google Chrome web browser, Google Meets, Microsoft Teams and Zoom;
  - 4.1.6.2. Working microphones, webcams and headsets; and
  - 4.1.6.3. Internet connection with download and upload speeds greater than 0.6mbps and ping and jitter speeds less than 80ms.
- 4.2. **If TLC's performance of any of its obligations under these conditions is prevented or delayed by any act or omission by the Sponsor (which may include a Student) or failure by the Sponsor or Student to perform any relevant obligation, including, but not limited to making payment, ("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 to 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 TLC's performance of any of its obligations;
  - 4.2.2. Subject to Clause 9.1, TLC shall not be liable for any Losses sustained or incurred by the Sponsor arising directly or indirectly from the Sponsor's failure or delay to perform any of its obligations as set out in Clause 4.1 nor shall TLC have any liability whatsoever to the Sponsor for any Losses sustained or incurred by the Sponsor through the exercise of its rights set out in this Clause 4.2.

## 5. Sponsor Fees and Settlement

- 5.1. **TLC shall invoice the Sponsor for the TLC Fees in accordance with the Order Confirmation.**

The Sponsor shall pay each invoice in full no later than ten (10) days after the date of the invoice or in accordance with an agreed payment schedule. Time shall be of the essence in respect of the payment of all TLC Fees for the Services.

- 5.2. **If TLC has not received payment of any undisputed amount by their due date, and without prejudice to any of its other rights and remedies, TLC may (without liability to the Sponsor) suspend all dealings with the Sponsor and/or access to all or part of the Services and TLC shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.**
- 5.3. **The Sponsor shall pay all undisputed amounts due under the 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 owing to it by the Sponsor against any amount payable to TLC by the Sponsors.

- 5.4. **Where a Tutorial is cancelled by the Sponsor or unattended by the Student without TLC's prior agreement in accordance with Clauses 3.6 and 3.7, the Sponsor is not entitled to any refund or reallocation of the TLC Fees associated with such Tutorial.**

The Sponsor must make any request to TLC to change any Tutorial time or Student a minimum of twenty-four (24) hours in advance of the relevant Tutorial. TLC is under no obligation to agree to any such request.

- 5.5. **TLC Fees are valid only in the relevant academic year to which they relate and which is set out in the Order Confirmation.**

The Sponsor shall not be entitled to carry any unused part of any TLC Fees (paid or otherwise) forward from one academic year to the next, and the unused TLC Fees shall lapse at the end of the academic year stated in the Order Confirmation. The Sponsor shall not be entitled to a refund of any amount in advance for any unused and/or lapsed TLC Fees which the Sponsor has paid or is due to pay.

## **6. Intellectual Property**

- 6.1. **All Intellectual Property Rights in the TLC Materials or arising out of or in connection with the Services shall be owned by TLC or licensed to TLC.**

The Intellectual Property Rights contained on the TLC Materials or Services cannot be used, modified, copied, distributed, adapted, altered, or in any way exploited, without TLC's written permission.

- 6.2. **Neither party will claim rights to any of the other party's Intellectual Property Rights as a result of these Conditions.**

- 6.3. **The Sponsor acknowledges that all Intellectual Property Rights in:**

**6.3.1. all materials produced by the Tutor pursuant to the performance of the Tutoring Services shall remain the property of the Tutor; and**

**6.3.2. relating to TLC are owned by TLC or TLC's licensors.**

6.4. All TLC Materials are the exclusive property of TLC.

## 7. Confidentiality

7.1. **A 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 and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.**

7.2. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under these Conditions, and shall ensure that such employees, agents, contractors, and sub-contractors comply with the obligations set out in these Conditions as though they were a party to these Conditions. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This Clause 7 shall survive termination of these Conditions.

## 8. TLC Obligations

8.1. TLC agrees to:

8.1.1. provide the Services with reasonable skill and care;

8.1.2. conduct all Services in accordance with applicable Legislation; and

8.1.3. provide the Services promptly and give to the Sponsor all such information as they may reasonably require in connection with the provision of the Services in accordance with these Conditions and Order Confirmation.

8.2. TLC is only responsible for endeavouring to match each Student that a Sponsor provides with an appropriate Tutor for the specific subject, dates, and times requested or agreed by a Sponsor. TLC does not provide Tutoring Services.

## 9. Liability

9.1. **Subject to Clause 9.4, this Clause 9 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:**

9.1.1. arising under or in connection with these Conditions;

9.1.2. in respect of any use made of the Services and the TLC Materials or the Tutor's materials or any part of them; and

9.1.3. in respect of any representation, statement, or tortious act or omission (including negligence) arising under or in connection with these Conditions.

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

- 9.2.1. the Sponsor assumes sole responsibility for results obtained from the use of the Services and the Tutor's materials (or anything else provided by the Tutor to the Student or the Sponsor), and for conclusions drawn from such use. The Tutor has sole responsibility for the content of Tutorials and the provision of Tutoring Services to Students. TLC shall have no liability for any Losses or damage caused by errors or omissions in any such information of instructions provided to TLC by the Sponsor in connection with the Services, or any actions taken by TLC at the Sponsor's direction;
- 9.2.2. except as specifically stated in these Conditions, all warranties, representations, conditions and other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Conditions.

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

- 9.3.1. death or personal injury caused by its own negligence; or
- 9.3.2. fraud or fraudulent misrepresentation; or
- 9.3.3. for any other matter which cannot be excluded by law.

**9.4. Subject to Clauses 9.2 and 9.3:**

- 9.4.1. 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 any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Conditions; and
- 9.4.2. TLC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), for misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of each Agreement shall be limited to the total TLC Fees paid (by way of TLC Fees payments) for the Services out of which the claim arose during the six (6) months immediately preceding the date on which the claim arose.

## **10. 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.

## **11. Term and Termination**

- 11.1. **These Conditions shall commence on the date last signed by the parties, or on the Commencement Date of the first Order Confirmation executed under it, whichever is the sooner and shall continue for twenty-four (24) months (the "Term").**

Unless either party provides sixty (60) days written notice before the end of the Term, these Conditions shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**"). Termination or expiry of this Agreement does not automatically Terminate any Order Confirmation placed under it, which shall remain in place, and governed by these Conditions until its own expiry or termination. TLC reserves the right to terminate any and all aspects of any Agreement and/or these Conditions on thirty (30) days' notice if it chooses to discontinue the provision of any Services or for any other reason.

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

11.2.1. 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

11.2.2. the Sponsor commits a material breach of any other term of this 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

11.2.3. the Sponsor becomes insolvent or is otherwise unable to pay its debts as they fall due.

## 12. Consequences of Termination

- 12.1. **On termination of an Agreement for any reason:**

12.1.1. the Sponsor shall immediately stop benefiting from the Services;

12.1.2. TLC shall not be liable under any obligation, legal or otherwise, to continue with, or to complete any pending Services under such Agreement with no liability to the Sponsor;

12.1.3. the Sponsor shall immediately pay to TLC all of TLC's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, TLC shall submit an invoice, which shall be payable by the Sponsor within fourteen (14) days of receipt;

12.1.4. the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry; and

12.1.5. Conditions which expressly or by implication survive termination shall continue to be in full force and effect.

## 13. Data Protection

Both parties shall comply, in full, with the Joint Controller provisions detailed in Schedule 1 and Appendix 1, as amended or superseded from time-to-time in writing by the parties.

#### 14. Force Majeure

TLC reserves the right to suspend the performance of any Services or to terminate this Agreement with no liability to the Sponsor if it is prevented from, or delayed in, carrying on its business by a Force Majeure event.

#### 15. General Terms

- 15.1. **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 this Agreement. The Sponsor may only allocate a TLC Fee for the benefit of a Student. 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 this Agreement.
- 15.2. **Subcontracting:** TLC may subcontract any element of the Services, including the Tutorials.
- 15.3. **Enforceability:** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.4. **Entire Agreement:** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter. The Sponsor acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of TLC which is not set out in this Agreement.
- 15.5. **Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.6. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.7. **Notice:** Any notice required to be given under this Agreement shall either be in writing and shall be delivered by e-mail, hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in these Conditions. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 15.8. **Remedies Not Exclusive:** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.9. **Status:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name of, or on behalf of, or otherwise to bind the other in any way.

- 15.10. **Third Party Rights:** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no persons other than the Sponsor and TLC shall have any rights under it. These Conditions govern the relationship between the Sponsor and TLC and do not create any third-party beneficiary rights.
- 15.11. **Variation:** No variation of these conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.12. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under these conditions or by law shall constitute a waiver of those rights.

# Schedule 1

## Joint Controller Schedule

### 1. Definitions:

In this Schedule, the following definitions shall apply:

- **Agreed Purposes** – as set out in Appendix 1.
- **Controller, Joint Controller/s, Data Subject, Personal Data, Personal Data Breach, Processor, Process(ing), Special Category Data, Subject Access Request and Sub-Processor/s** – have the meaning ascribed to them in Data Protection Legislation.
- **Data Protection Legislation** – refers to all laws relating to the Processing of Personal Data including the Privacy and Electronic Communications Regulations and all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement EU or UK data protection or related privacy law in force in England and Wales.
- **Joint Controller Schedule** – as this Joint Controller agreement and its appendices as amended from time to time.
- **Main Agreement** – the TLC Schools Service Agreement and associated Order Confirmation.
- **Regulatory Authority** – the UK's Information Commissioner (ICO) as replaced or superseded from time to time.
- **Shared Data** – Personal Data shared between the parties for the Agreed Purposes during the Term of these Conditions and as detailed in Appendix 1.
- **Term** – as set out in Clause 11 of the Main Agreement.
- **Third Country/Countries** – all countries outside the scope of the data protection laws of the UK, except those deemed adequate by the UK GDPR and any other relevant UK data protection laws from time to time.

### 2. Compliance with the Data Protection Legislation:

- 2.1. **Both parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of the Shared Data provided or made available under these Conditions.**

For the avoidance of doubt, both parties are Controllers in their own right for any Personal Data that is not Shared Data.

- 2.2. **Both parties shall comply with all applicable requirements of the Data Protection Legislation in respect of the Shared Data and each Party shall ensure that it has all the necessary and appropriate legal basis required for the lawful Processing of the Shared Data (including for its transfer to the other Party).**

### 3. Data Subject Rights

- 3.1. **In order to ensure that Data Subjects understand how their Personal Data shall be Processed by the parties jointly, and so that they receive the information to which they are entitled under the Data Protection Legislation, both parties shall publish all required information via their privacy notices or other appropriate arrangement as agreed between them on or before the date that such Processing takes place.**
- 3.2. **Both parties shall during the Term of these Conditions and for an appropriate period thereafter, maintain a record of individual requests from Data Subjects to exercise their**

rights under the Data Protection Legislation in relation to the Shared Data, including Subject Access Requests, requests for deletion, restriction, rectification, portability, objections and rights in relation to automated decision making.

3.3. Records kept should include, but shall not necessarily be limited to, the following:

3.3.1. copies of the relevant request received;

3.3.2. details of the data accessed and shared with the Data Subject, if any; and

3.3.3. notes of any meetings, correspondence, or phone calls relating to the request.

3.4. For commercial efficacy and to ensure that Data Subjects' rights are fulfilled in an expeditious and timely manner, both parties agree that TLC shall be solely responsible for the conduct of all Subject Access Requests received by it in relation to the Shared Data.

The Sponsor shall at all times provide TLC with such reasonable assistance and cooperation as is required to enable TLC to comply with all such requests and to respond to associated queries or complaints from Data Subjects. The Sponsor shall provide any supporting information requested within five (5) days of receiving such a request from TLC, unless otherwise agreed between the parties in writing.

3.5. Without prejudice to Clause 3.4, in the event that the Sponsor receives a Subject Access Request relating to the Shared Data directly from a Data Subject, the Sponsor shall notify TLC without undue delay and in any event within five (5) days following receipt of the request.

The Sponsor shall further ensure that TLC is kept apprised of the conduct of the request and shall take TLC's views into account provided that these are in line with the Data Protection Legislation before any disclosures are made.

3.6. Each party shall bear its own cost of complying with this Clause 3 unless agreed otherwise in writing between them.

#### 4. Data Retention and Deletion

Neither party shall retain or Process the Shared Data for longer than is necessary to carry out the Agreed Purposes or in order to comply with applicable statutory or professional retention periods.

#### 5. Transfers of Shared Data to Third Countries

Neither party shall neither disclose nor transfer the Shared Data to a location in a Third Country unless the transfer is governed by the most recently issued and relevant (at the time of the transfer) standard contractual clauses from the UK GDPR or other appropriate UK data protection laws.

#### 6. Security of the Shared Data

6.1. Having regard to the state of technological development and the cost of implementing such measures, each party shall put in place and maintain, throughout the Term of these Conditions, appropriate technical and organisational measures including but not limited to encryption and pseudonymisation, in order to:

6.1.1. prevent:

6.1.1.1. unauthorised or unlawful Processing of the Shared Data; and

6.1.1.2. the accidental loss or destruction of, or damage to, the Shared Data.

6.1.2. ensure a level of security appropriate to:

6.1.2.1. the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and

6.1.2.2. the nature of the Shared Data to be protected.

6.2. Each party shall ensure that its staff members are appropriately trained to handle and Process the Shared Data in accordance with the Data Protection Legislation.

6.3. Each party shall ensure that only permitted recipients have access to the Shared Data and shall ensure the reliability of all such permitted recipients.

6.4. Both parties shall remain free to appoint Sub-Processors as appropriate provided that the appointment is in line with the Data Protection Legislation.

## 7. Personal Data Breaches and Reporting Procedures

Each party shall notify any potential or actual Personal Data Breach relating to the Shared Data, and any related data security breach, to the other party without undue delay and in any event within forty-eight (48) hours after becoming aware of the breach. Each party shall provide reasonable assistance and cooperation as is necessary to the other to facilitate the handling by the other party of any data security breach.

## 8. Resolution of Disputes

In the event of a dispute or claim brought by a Data Subject or Regulatory Authority concerning the Processing of the Shared Data against either or both parties, the parties shall, unless prevented by law, inform each other about any such disputes or claims and shall, in the first instance, cooperate with a view to settling them amicably and in a timely fashion.

## 9. Limitation of Liability

Subject to the limitation of liability in this Clause 9, both parties shall indemnify each other in full, from and against any costs, charges, damages, expenses or losses which either may cause or have caused the other, as a result of its breach of any applicable Data Protection Legislation or of the provisions of these Conditions.

## 10. Allocation of Cost

Except as expressly set out herein, each party shall perform its obligations under this Joint Controller Schedule at its own cost.

#### **11. Effect of Termination**

Both parties' obligations under this Joint Controller Schedule shall survive the termination or expiry of the Agreement.

# Appendix 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.

# Appendix 2

## TLC Tutor Representation Agreement – *relevant terms and conditions*

### Definitions and Interpretation

- **Bank Holiday** - a national public holiday recognised under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.
- **Client** - any person or organisation retained by TLC for TLC Client Services.
- **Confidential Information** - any information which is imparted or obtained under this Agreement by TLC to You on, before or after the commencement in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, operations, current or projected plans or internal affairs of TLC including, but not limited to information pertaining to Tutors, TLC Tutor Services, and any other commercial, financial or technical information or other information relating to the business or prospective business of TLC which might reasonably be considered to be confidential in nature.
- **Course of Tuition** - the period over which the Tutorials take place.
- **Data Protection Legislation** - the Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
- **Dispute** - any dissatisfaction expressed by a Client or any complaint made by a Client in connection with Your provision of Tutoring Services.
- **Force Majeure** - means any circumstance arising that is beyond the reasonable control of the affected party including any industrial dispute affecting any third party; government regulations; non-performance of third-party Clients; fire, flood, act of God or other natural disaster; epidemic or pandemic; civil riot, or war.
- **Intellectual Property Rights** - patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Introduction** - a Tutor will be deemed to have been introduced in the event that either the name of the Tutor is provided to a Client by TLC following the request for a Tutor by a Client, or TLC arranges for a Tutor to contact a Client following such request for a Tutor provided by a Client to TLC.
- **Legislation** - all applicable laws, Acts of Parliament and Treaties and all orders, regulations, directives, conventions, and subordinate legislation made pursuant to such an Act or Treaty or otherwise having the force of law.
- **Losses** - any claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.
- **Lesson Tracker** - the prescribed form in which the Tutor details all lesson planning and all forms of feedback for the Student in relation to the Student's progression throughout the Course of Tuition.
- **Potential Client** - a person or organisation that in any way demonstrates an interest in TLC Client Services.
- **Privacy Policy** - <https://www.learnerscollective.com/privacy-policy>.

- **Refund Event** - any event where a refund is to be issued to a Client by TLC on behalf of the Tutor.
- **Safeguarding Policy** - <https://www.learnerscollective.com/safeguarding-policy>.
- **Safeguarding Procedures** - <https://www.learnerscollective.com/safeguarding-procedures>.
- **Services** – refers to the TLC Tutor Services, TLC Client Services, and Tutoring Services.
- **Student** - the person(s) identified by a Client to whom the Tutor delivers Tutoring Services.
- **TLC Fees** - the amount retained by TLC from the Client Fees in consideration for any TLC Tutor Services
- **TLC Tutor Services** – any and all ancillary services including, but not limited to, DBS check services.
- **TLC Materials** - refers to all Tutoring Materials, content on and off the TLC Website and content used in the commission of the Services that is owned by, or licensed to, TLC.
- **Tutor** - the person that delivers the Tutoring Services and is party to this Agreement.
- **Tutorial** - refers to the online pre-booked period in which the Tutor provides Tutoring Services to Student via an online platform.
- **Tutoring Materials** - refers to the content relating to the Tutoring Services (including images (audio and/or visual), text, music, trademarks, symbols, logos, slogans, and teaching resources owned by, or licenced to, TLC.
- **Tutoring Services** - means the provision of online tutoring by a Tutor by way of individual Tutorials in real-time, and suitability tailored to meet the individual requirements of Students.
- **Website** - [www.learnerscollective.com](http://www.learnerscollective.com)
- **Working Day** - any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a Bank Holiday.
- **Written Notice** - any notice given under this Agreement shall be in writing and signed on behalf of the party giving it and shall be delivered personally, or by sending it to the e-mail address of the relevant party.

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

## Section 1: Introduction

**Section 1.4:** TLC is only responsible for endeavouring to match each Student that a Client provides with an appropriate Tutor for the specific subject, dates, and times requested or agreed by a Client. TLC does not provide Tutoring Services.

## Section 3: Status of Tutor

**Section 3.1:** As a Tutor represented by TLC, You confirm that You are a self-employed, independent individual and that nothing contained within this Agreement shall constitute the relationship of employer and employee and/or worker or a partnership between TLC and the Tutor. TLC acts an intermediary for You, the Tutor, by Introducing You to suitable Clients.

## Section 4: Tutor Obligations

**Section 4.1:** As a Tutor, You are to deliver the Tutoring Services in a professional manner with due skill, diligence, and care. In addition, You are expected to be punctual and maintain professional conduct at all times in the Tutorials.

**Section 4.2:** You are responsible for the content of Tutorials and the provision of Tutoring Services to a Client. These are to be carried out with proper preparation in accordance with a particular

course of study, a particular Client's instructions, and/or relevant exam syllabus, and in accordance with the general teaching philosophy and ethos of TLC.

**Section 4.6:** After each Tutorial, You agree to provide follow-up work for the Student to complete, details of which are to be recorded in the Student's Lesson Tracker in timely fashion (up to 24 hours after the Tutorial). You also agree to record the Student's weekly progress in their Lesson Tracker in timely fashion (up to 24 hours after the Tutorial) including, but not limited to, areas of success and improvement identified in each lesson. In accordance with Clause 5.2.2, if a Client disputes the occurrence of a Tutorial and You have not submitted a Lesson Tracker for the disputed Tutorial, TLC is unlikely to be able to credit You for such Tutorial.

**Section 4.7:** You are responsible for keeping Your Lesson Tracker up to date. This is a standard record of all Tutorials delivered by You. If You are late in submitting Your updated Lesson Tracker or there is incorrect information on them, You acknowledge that Your payment may be delayed.

**Section 4.8:** You are responsible for ensuring that any follow-up work submitted by the Student to You for review is marked and returned to the Student in reasonable time such that the Student's progression is not, in any way, hindered.

**Section 4.9:** If You cease to work with a particular Student, either at Your own behest or the behest of a Client, and the Student is continuing with their Course of Tuition with another Tutor represented by TLC, You will draft a final report in conjunction with the completed Lesson Tracker. This report will describe the work that You have 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 former Tutor stopped.

## **Section 5: Billing**

### **Section 5.4: Tax**

**Section 5.4.3:** Educational services provided by the self-employed Tutor do not attract VAT, so this will not appear on invoices sent to the Clients on the Tutor's behalf except in relation to charges levied by the TLC, to which VAT may apply.

## **Section 6: Cancellations**

**Section 6.1:** You agree to provide notice to a Client of any proposed holiday dates and request the same from a Client, in order to schedule lessons at a convenient time for both parties. You must notify TLC of the schedule agreed.

**Section 6.3:** You acknowledge that a Client must give notice of cancellation of any Tutorial more than six hours before the Tutorial is due to begin. If notice is given by such time, there is no charge to rearrange the session, and You are not paid for a Tutorial that has not been taught.

**Section 6.4:** If notice is given within six hours of the start time of the Tutorial, there are two options. If You view the reason for cancellation as being unavoidable, and You chose not to charge for the Tutorial, then TLC will not charge a Client for the Tutorial on behalf of the Tutor. If You do not deem the reason for cancellation to be unavoidable, or requires payment nonetheless, TLC will charge a Client for the session on behalf of the Tutor and will pass on the relevant Tutor Remuneration.

## **Section 10: Warranties**

**Section 10.1:** As a Tutor, You hereby warrant, represent and undertake to TLC that:

**Section 10.1.1:** You are at least eighteen (18) years of age and You have the necessary qualification or experience to provide Tutoring Services in the subject(s) You offer to teach;

**Section 10.1.2:** You are personally responsible for all information provided by You to TLC which is accurate and up to date;

**Section 10.1.3:** Where You claim that You have undergone a DBS or enhanced DBS check, You will provide TLC with a copy of such upon request;

**Section 10.1.4:** You are self-employed and responsible for Your own income tax, national insurance, and all other liabilities payable;

**Section 10.1.5:** You are responsible for the provision of Tutoring Services including, but not limited to, the content of Tutorials and the online platform on which such Tutorials are to take place;

**Section 10.1.6:** You will comply with all Tutor obligations set out in Clause 4;

**Section 10.1.7:** You agree at all times to comply with the provisions of the Data Protection Legislation;

**Section 10.1.8:** You shall comply to the best of Your ability with TLC's Tutor selection process and You shall not knowingly withhold any information which You reasonably believe to invalidate You from providing Tutoring Services in accordance with the terms of this Agreement;

**Section 10.1.9:** In offering Tutoring Services, You comply with all Legislation including the relevant legislation for the protection of business and consumers alike and which regulate the activities of online environments;

**Section 10.1.10:** You are not VAT registered and will not charge a client VAT for Your Tutoring Services;

**Section 10.1.11:** You have read, understood, and familiarised Yourself with our Safeguarding Policy and Safeguarding Procedures which can be accessed on our Website in respect of child protection and online safety;

**Section 10.1.12:** You are not prevented from working with children and Your name does not appear in either these lists of individuals who are barred from working with children (PoCA list) or with vulnerable adults (PoVA list and List 99).

## **Section 15: Truthfulness and Accuracy**

**Section 15.1:** The Tutor warrants and represents to TLC that all written and oral statements and information provided by the Tutor to TLC for the purpose of or in connection with the Tutoring Services, personal information about the Tutor and/or Your qualifications, credentials, references and suitability for providing the Tutoring Services were when provided, and remain, true, complete and accurate.

We keep our terms and conditions under regular review. This TLC Schools Service Agreement was last updated on 21<sup>st</sup> September 2022. For the most recent version, please visit [www.learnerscollective.com/schools-service-agreement](http://www.learnerscollective.com/schools-service-agreement)

## Appendix 3

### Tuition Terms – *relevant terms and conditions*

#### Definitions and Interpretation

##### 1. 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 and all forms of feedback for the Student in relation to the Student's progression throughout the Course of Tuition.
- **Student** – the person receiving Tutoring Services by the Tutor; 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.
- **TLC Tutor Services** – all services provided by TLC to the Tutor including facilitating 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 session (class) takes place.
- **Tutoring Services** – all forms of tuition provided by the Tutor to the Student.

##### 2. Introduction:

- 2.1. The Learners Collective ("TLC") is a tuition agency which introduces Tutors to Clients. TLC does *not* provide Tutoring Services.
- 2.2. TLC has introduced the Client to the Tutor and both parties have agreed to commence Tutoring Services. The Tutor and Client agree for the terms of this agreement to govern this engagement. Each party acknowledges that their relationship with TLC is governed by their respective representative agreements.

##### 3. Fees:

- **Client Fees** – the amount paid by the Client to TLC. This includes the remuneration of the Tutor for their Tutoring Services (Tutor Fees) and TLC Fees.
- **TLC Fees** - the amount retained by TLC from the Client Fees in consideration for any TLC Client Services including administration, payment processing and introductory services
- **Tutor Fees** – the amount received by TLC from the Client and payable to the Tutor for the provision of Tutoring Services.

3.1 TLC does not charge the Tutor any fees to find Clients for Tutoring Services; TLC Fees are only charged to the Client concerning the relevant TLC Client Services.

3.2 TLC as a representative of the Tutor, has agreed an hourly rate with the Client for the Tutoring Services (Client Fees). This includes the relevant TLC Fees. The Tutor and the Client agree that all payments will be made through TLC. The hourly rate may not be changed by the Tutor or the Client without written authority of TLC.

##### 4. Contractual Relationship

- 4.1. Both parties acknowledge that the Tutor is self-employed. TLC only acts as an intermediary for the introduction of the Tutor to the Client as part of the TLC Client Services. The responsibility for the Tutoring Services lies solely with the Tutor.

- 4.2. The Tutor and the Client agree not to make any private arrangements for tuition with each other or with other Tutors or Clients introduced by TLC. This is a permanent obligation which continues even after the end of a Client's Course of Tuition.
- 4.3. If Clause 4.2 is breached, the Tutor and the Client will be liable to TLC for all sums paid and received in respect of any private arrangements. TLC will additionally be entitled to seek an injunction (judicial order) against the Tutor and the Client to prevent any further private arrangements.

## **5. Client Obligations**

5.1. The Client agrees to:

- 5.1.1. provide TLC and the Tutor with all information regarding the Student's academic records and progress that may be relevant to the provision of Tutoring Services;
- 5.1.2. be responsible for assessing the Tutor's quality of Tutoring Services before Introducing the Tutor to the Client.
- 5.1.3. be responsible at all times for the Student's supervision and safety, in the case that the Student is below 18 years of age at the times of the Tutorials.
- 5.1.4. be responsible for timely payment of all fees relating to the provision of the Tutoring Services 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 Student treats all Tutors with respect and does not use obscenities or make threats. If a Tutor reports inappropriate behaviour TLC reserves the right to terminate all TLC Client Services and retain any fees pre-paid by the Client.
- 5.1.7. not publish any abusive, defamatory or derogatory comments about a Tutor or another Student on the internet or social media. TLC and the Tutor reserve the right to seek and be awarded an injunction (judicial order) and/or damages as recognised in the Harassment Act 1997, Equality Act 2010 and Defamation Act 2013.

## **6. Tutor Obligations**

- 6.1. The Tutor is responsible for the content of the Tutorials and will prepare the Tutorials in accordance with the Client's instruction and/or a relevant exam syllabus or qualification syllabus as appropriate, as well as in accordance with TLC's general teaching philosophy and ethos. The Tutor's methods of teaching and Tutorial content are those of the Tutor alone and are not supervised or controlled by TLC.
- 6.2. The Tutor will carry out Tutoring Services professionally, with due skill, diligence, and care.
- 6.3. After each Tutorial, the Tutor will record the Student's progress in a Lesson Report on the TutorCruncher platform. It will be completed in a timely fashion (up to 24-hours after the Tutorial end time) including, but not limited to, areas of success and feedback for improvement identified in each Tutorial.
- 6.4. The Tutor is responsible for keeping the Lesson Reports up to date. This is a standard record of all Tutorials delivered by the Tutor. If the Tutor is late in submitting updated Lesson Reports or there is incorrect information on them, the Tutor acknowledges that their payment may be delayed.
- 6.5. The Tutor is responsible for providing all reasonable teaching materials and keeping the Lesson Reports up to date. The Tutor must ensure that any follow-up work submitted by the Student is marked and returned to the Student in reasonable time such that the Student's progression is not, in any way, hindered.

## **7. Cancellations, Re-Scheduling, and 'No-Shows'.**

## Tutor

- 7.1. Tutors must give notice to Clients of any proposed holiday dates. In the event of a cancellation of a scheduled Tutorial, both TLC and the Client must be informed, and an alternative date agreed between the Client and the Tutor. This also applies to bank holidays, or any other national or religious holiday.
- 7.2. If the Tutor becomes unavailable to teach on the day of any scheduled Tutorial, the Tutor must inform both TLC and the Client. A Tutor of similar standing may be offered to conduct the Tutorial in the Tutor's absence. If the Client does not agree to this the Tutorial will be re-scheduled to a time mutually agreed by the Tutor and the Client.
- 7.3. If the Tutor is late for any scheduled Tutorial, it remains the duty of the Tutor to arrange an alternative time to make up such missed time.

## Client

- 7.4. If a Client wishes to cancel a Tutorial, they must inform both TLC and the Tutor.
- 7.5. If a Client cancels under 6 hours before the start of a Tutorial, the Client will be charged for the scheduled Tutorial, unless the Tutor views the reason for cancellation to be unavoidable, and they choose not to charge for the session.
- 7.6. If the Student is late for any scheduled Tutorial the session will be charged at the agreed price and still finish at the scheduled end time. The Tutor may choose to work beyond the scheduled end time but this is at the Tutor's own discretion.
- 7.7. If the Student wishes to terminate a Tutorial early (e.g., after one hour of a two-hour Tutorial), the Tutorial will be charged at the agreed price.
- 7.8. If the Client cancels for a period of 3 consecutive weeks or longer TLC is entitled to immediately terminate all TLC Client Services. The Tutor is also entitled to terminate all Tutoring Services. Any fees pre-paid by the Client will not be refunded. This also applies to regular cancellations which TLC perceive as unreasonable, regular cancellations.

## 8. Disputes

- 8.1. The parties agree to attempt to resolve any dispute in good faith and promptly through negotiation with an officer of TLC. TLC aims to provide a written response via e-mail to any issue raised by a Client or a Tutor within fourteen (14) days. TLC reserves the right to inform a Tutor or a Client respectively of any Dispute raised against them and to provide them with a copy of any response provided by TLC. The consequence of any investigation is entirely at TLC's discretion.
- 8.2. If the Client disputes the occurrence of a Tutorial and the Tutor has not submitted a Lesson Report for the disputed Tutorial, TLC is unlikely to be able to credit the Tutor for the disputed Tutorial.
- 8.3. TLC reserves the right to suspend the provision of any TLC Client Services or TLC Tutor Services with immediate effect while an investigation is conducted. Such provision of TLC Client Services or TLC Tutor Services may be re-commenced once an investigation has been completed.

## 9. Safeguarding:

The Client acknowledges that the Tutor is engaged by the Client only to provide Tutoring Services. Neither TLC nor the Tutor are responsible for the safety, wellbeing, welfare, and care of Students or the protection of any person's property, both tangible and intellectual. Clients who choose to leave the Student alone with the Tutor during the Tutorial do so of their own free choice and at their own risk. The Client and the Tutor confirm that each has read, understood and familiarised themselves with TLC's Safeguarding Policy and Safeguarding Procedure.

- Safeguarding Policy – <https://learnerscollective.com/safeguarding-policy>

- Safeguarding Procedures – <https://learnerscollective.com/safeguarding-procedures>