

Oakley Tutors

Terms and Conditions

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Terms and Conditions for Clients

1. DEFINITIONS

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means the person introduced by the Employment Business to the Client for an Engagement;

“Client” means the person to whom the introduction of a Tutor is made

“Employment Business” means Oakley Square Ltd, 7 Rosslyn Hill, London, NW35UL, United Kingdom

“Engagement” means the Client using a Tutor for tuition;

“Introduction” means the passing to the Client of Tutor Information;

“Agreed Hourly rate” means the rate payable for tuition as agreed between the Employment Business and the Client;

“Initial Meeting” means the first hour of an initial face to face meeting between the Client and the Tutor

“Tutor Information” means contact details of a Tutor selected by the Employment Business;

2. GENERAL

2.1. The decision of a Client to request Tutor Information shall form acceptance of these terms and conditions

2.2. These terms and conditions relate only to the Introduction by the Employment Business and do not form part of any contract between the Client and Tutor.

2.3. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Employment Business.

2.4. If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

3. EMPLOYMENT BUSINESS RESPONSIBILITIES

3.1. When instructed, the Employment Business will recommend a Tutor to the Client for an Engagement.

3.2. The Employment Business will invoice the Client each month for tuition sessions having taken place in the previous month.

4. CLIENT RESPONSIBILITIES

4.1 The Client agrees to pay the Agreed Hourly Rate for tuition sessions, such payments shall include payment for the initial meeting.

4.2 The Client agrees to pay any invoice for tuition services through credit or debit card details set up through Stripe Limited or through Direct Debit set up through Gocardless Limited.

4.3 The Client agrees to pay any invoice for tuition services within 8 calendar days of the date of the invoice.

5. FEES

5.1. In the event of an Engagement the Agreed Hourly Rate is payable to the Employment Business by the Client on a pro rata basis for tuition services.

5.2. The Client will be invoiced at the Agreed Hourly Rate each week for all tuition sessions having taken place between the Client and the Tutor in the previous week.

5.3. If payment is not made within 8 calendar days of the date of an invoice, an admin fee of £100 + VAT will apply to that invoice.

5.4. Tuition fees are non-refundable once tuition sessions have taken place.

5.5. The Client agrees to pay a deposit of £500 per Tutor if requested to do so by the Employment Business. This deposit will be transferred back to the Client once the engagement is completed and the Client has provided details of how the refund is to be processed.

6. CANCELLATION OF ENGAGEMENT

6.1. If the Tutor withdraws from the Engagement at any time, the Employment Business will endeavour to provide another Tutor to the Client if requested. The Client is not obliged to accept the Tutor. The Employment Business is not obliged to provide another Tutor.

7. CANCELLATION OF SCHEDULED TUITION SESSIONS BY THE CLIENT

7.1. If the Client cancels a tuition session within 7 days of a scheduled session, the Client agrees to pay for the scheduled tuition session where an Engagement is equal to or less than two hours in any given calendar week with any single tutor.

7.2. If the Client cancels a tuition session within 28 days of a scheduled session, the Client agrees to pay for the scheduled tuition session where an Engagement exceeds two hours of tuition in any given calendar week with any single tutor.

8. INDEMNITY

8.1. The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Client arising from or in any way connected with the Employment Business seeking a Tutor for the Client or from the Introduction to or Engagement of any Tutor by the Client or from the failure of the Employment Business to introduce any Tutor.

8.2. The final decision to employ a Tutor rests with the Client. The Employment Business can give no warranty, representation or undertaking as to the suitability, honesty or capability of any Tutor nor as to the completeness, truthfulness or accuracy of any information or statement or reference provided by the Employment Business or on its behalf to the Employer or as it shall direct in respect of the Tutor. Verification of all such information and references shall be the Client's responsibility.

8.3. In no circumstances shall the Employment Business' total liability to the Client, whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise, exceed the fee payable by the Client.

9. BREACH OF THIS AGREEMENT

9.1. A discussion instigated by the Client between the Client and the Tutor regarding the Tutor providing tuition services directly to the Client without billing through the Employment Business forms a breach of this Agreement.

9.2. In the event of a discussion instigated by the Client between the Client and the Tutor regarding the Tutor providing tuition services directly to the Client without billing through the Employment Business, a placement fee of £2,000 + VAT will become immediately payable to the Employment Business by the Client.

10. LAW

10.1. These Terms and Conditions 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 & Wales.

10.2. 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)

Terms and Conditions for Tutors

1. DEFINITIONS

1.1. In these Terms and Conditions the following definitions apply:

“Tutor” means the person introduced by the Employment Business to the Client for an Engagement;

“Client” means the person to whom the introduction of a Tutor is made

“Employment Business” means Owl Tutors Limited, of Unit 2A, 516 Wandsworth Road, London, SW8 3JX, United Kingdom

“Engagement” means the Client using a Tutor for tuition;

“Introduction” means the passing to the Client of Tutor Information;

2. GENERAL

2.1. The request of a Tutor to be recommended to a Client shall form acceptance of these terms and conditions

2.2. No variation or alteration of these terms and conditions shall be valid unless approved in writing by the Employment Business.

2.3. If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

3. EMPLOYMENT BUSINESS RESPONSIBILITIES

3.1. The Employment Business will invoice the Client each month for tuition sessions having taken place in the previous month.

3.2. The Employment Business will act as an Employment Business as defined by the Employment Agencies Act 1973 – and the associated Conduct of Employment Agencies and Employment Businesses Regulations 2003.

3.3. The Employment Business will seek tuition work for the Tutor.

3.4. The Employment Business will not vary the terms of an Engagement without the consent of the Tutor.

4. TUTOR RESPONSIBILITIES

4.1 The Tutor agrees to invoice the Employment Business each month for tuition sessions having taken place in the previous month

4.2 The Tutor agrees to invoice the Employment Business within 24 hours of the end of the month

4.3 The Tutor agrees that they are self-employed for taxation purposes and are not employees of the Employment Business

4.3 The Tutor must conduct all invoicing through the Employment Business of any Client introduced through the Employment Business

4.4 The Tutor agrees to irrevocably assign copyright of any content that is submitted to the Employment Business for the purpose of publication on the Employment Business website.

5. INDEMNITY

5.1. The Employment Business shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, which may be suffered or incurred by the Tutor arising from or in any way connected with the Employment Business seeking a Tutor for the Client or from the Introduction to or Engagement of any Tutor by the Client or from the failure of the Employment Business to introduce any Tutor.

6. LAW

6.1. These Terms and Conditions 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 & Wales.

6.2. 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)