

Terms & Conditions

These terms and conditions apply to Kensington & Chelsea Tutors Ltd and KCTutors Ltd hereafter known jointly as the '**Company**'.

The Company is an agent for the introduction of tutor(s) to Client(s). The Company does not provide the tutoring services and the provision of those services is the sole responsibility of the tutor following the initial introduction.

By engaging the Company to supply a tutor or tutors the client agrees to the following terms and conditions in respect of the Company's introduction to the client of a tutor (the Tutor):

1. Agreement with the Tutor for the provision of Tutoring services

By booking a session with the Tutor, the Client agrees to be bound by the terms and conditions below with the Tutor for the provision of tutoring services. That agreement governs the relationship between the Client and the Tutor and the Client is not permitted to make any private or other arrangements with the Tutor who has been introduced by the Company.

A breach of this term will render the Client liable to the Company for any sums paid direct to the Tutor without deduction and the Company shall be entitled to seek an injunction against the Client to prevent further breaches. This obligation continues beyond the termination or conclusion of this agreement.

2. Fee procedures

As agent for the Tutor, the Company will agree with the Client a fee based on an hourly rate and collect the fee from the Client by supplying an Invoice to the Client at the end of each calendar month for that month's tuition. Payment by the Client must be made within 14 days of the date of the Invoice. The Company accepts payment made by Bank Transfer. An additional charge may be made for payments made in other ways.

The Invoice issued is based on the fee agreed in advance between the Company (on behalf of the Tutor) and the Client. The Invoice is based upon the hours recorded in the timesheets submitted to the Company by the Tutor. The timesheets, once signed by the client, provide proof of the hours taught at the hourly rate agreed in advance and must be paid in full by the client.

Any expenses must be agreed with the Tutor in advance and notified to the Company for inclusion in the Invoice. Travel costs, if applicable, shall be

agreed in advance between the Client and the Company (on behalf of the Tutor) and will also be added to the Invoice.

The Client agrees not to make any payments directly to the Tutor at any time.

3. Cancellation

At least 24 hours' notice must be given by the Client to the Tutor and / or the Company of the cancellation of a tutoring session for any reason whatsoever (unless the cause is deemed by the Tutor to be unavoidable). If less than 24 hours' notice is given of a cancellation, the Client remains responsible for the full fee for the missed session and the fee procedures above will apply.

4. The Company Policies

The Client hereby confirms that the Client has read, understood and agrees to comply where relevant with all the Company's Policies including but not limited to the Company's Data Protection Policy.

5. Liability

The Company does not accept any liability for any claims by the Client arising out of or related to the provision of tutoring services by the Tutor.

6. General

This agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

These terms constitute the whole agreement between the client and the Company and no variation or alteration of these terms shall be valid unless approved in writing by a Director of the Company. The Company reserves the right to alter these terms and conditions and will notify the Client in writing of any changes.

The Client acknowledges that these terms govern the legal rights and obligations between the Client and K & C Tutors.