

TUTORING AGREEMENT – TERMS AND CONDITIONS



1 BACKGROUND

1.1 The **Supplier** is Mr Georgi Ivanov, trading as Sole trader - Geography 4 Me (G4ME), whose address is Walsall, 15 Rosehip Crescent WS3 1FH). Mr Georgi Ivanov is a fully qualified Geography Teacher, accredited by GTC of England to provide Tutoring.

1.2 The **Tutoring Provider** may be Geography 4 Me (G4ME), an authorised sub-contractor of Mr Georgi Ivanov able to sell and provide Tutoring as a sales agent of G4ME, or a third party supplier of tutoring services, whereby G4ME is acting as a broker of tutoring services. Any Tutoring Provider that is not G4ME is referred to herein as the '**Tutoring Sub Contractor**'.

1.3 The **Customer** wishes to purchase Tutoring from G4ME.

2 DEFINITIONS AND INTERPRETATION

2.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Agreement" the agreement between G4ME, the Tutoring Provider (where applicable) and the Customer which comprises the details contained in the booking confirmation email issued by G4ME following a successful booking or on the G4ME website (www.geography4.me) and these terms and conditions.

"Accreditation" accreditation by General Teaching Council of England (GTCE) as an approved centre for delivery of the Tutoring services.

"Charges" the Tutoring Costs and the Tutoring Expenses (where applicable) payable by the Customer for the Tutoring.

"Commencement Date" the date of this Agreement.

"Consumer" a Customer being an individual who is not contracting for any Tutoring wholly or mainly in connection with a business.

"Customer Registration Form" the registration form to be completed by the Tutoring Sub Contractor based on information received from the Customer before Tutoring can be provided.

"G4ME Website" the primary website for Geography 4 Me, which may be found at www.geography4.me/ or any other website notified to the Customer by the Supplier from time to time.

"Tutoring Expenses" expenses and other costs that are not deemed to be Tutoring Costs associated with the Tutoring.

"Intellectual Property Rights" all patterns, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to due for passing off, unfair competition rights, rights in designs, rights in computer software, database right, ditto-graphy rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights, and all similar or equivalent rights all forms of protection in any part of the world.

"Materials" all documents, information and materials provided by G4ME relating to the Tutoring.

"Special Conditions" the provisions of clause 12 under the heading "SPECIAL CONDITIONS"

"Tutoring" the periodic Tutoring services carried out by G4ME (or the Tutoring Sub Contractor as the case may be) for Customers including any Tutoring.

"Tutoring Costs" the fee payable for delivery of the Tutoring as identified in the "**Tutoring Costs/Tutoring Payment Options**" box in this Agreement.

"Tutoring Location" the place identified either in the "**Location of Tutoring**" box in the Agreement (where applicable). The Tutoring Location may also refer to Tutoring Services delivered online via Webex or other similar video conference service.

3 TUTORING SERVICES

3.1 G4ME offers a range of Tutoring services for tutees and other learning professionals, as detailed on the G4ME Website from time to time. Such Tutoring may either be provided by G4ME itself or a Tutoring Sub Contractor acting as a sub-contractor of G4ME.

3.2 Tutoring may either be provided by G4ME itself or the Tutoring Sub Contractor acting as a sub-contractor of G4ME. References to G4ME in this agreement shall be deemed to include a reference to the Tutoring Sub Contractor, though for the avoidance of doubt a reference to the Tutoring Sub Contractor shall not be deemed to include a reference to G4ME unless this is expressly stated to be the case.

3.3 Tutoring will be provided at the Tutoring Location in accordance with the scope of Tutoring services set out in the Agreement, which may include Tutoring courses delivered online.

3.4 G4ME shall provide the Materials (where required) for Tutoring. Any Materials supplied may only be used by the Customer in accordance with this Agreement and on the basis set out in Clause 7.

3.5 G4ME has the right to suspend, reschedule or postpone Tutoring at any time and for any reason. Where G4ME does so, it will use reasonable endeavours to provide advance notice of the same to the Customer.

4 CUSTOMER'S OBLIGATIONS

4.1 Prior to commencement of Tutoring any required customer information must have been satisfactorily submitted to G4ME.

4.2 The Customer shall procure that those individuals for whom Tutoring has been booked attend the Tutoring Location (or online video conference) at the appointed date and time to receive the Tutoring and that they bring with them all items notified to the Customer in any joining instructions issued in advance as required.

4.3 The Customer will be responsible for any Tutoring Expenses as may be notified to it by G4ME plus any travel or other expenses of its drivers who attend the Tutoring.

4.4 The Customer agrees that it shall not and that it will procure that any individuals for whom Tutoring has been purchased shall not use any Materials supplied for any purpose other than receipt and implementation of Tutoring.

4.5 The Customer agrees to ensure that the individuals attending the Tutoring will comply fully with any rules, guidelines or instructions issued by G4ME or any Tutoring Sub Contractor.

5 RECORDS

5.1 The Customer will cooperate with G4ME regarding the provision of information required for record keeping in accordance with the Tutoring. The Customer shall ensure that all information provided by or on behalf of the Customer in connection with the Tutoring is complete and accurate.

5.2 The Customer agrees to (if an individual) or otherwise agrees to procure that the individuals for whom Tutoring has been purchased, complete and return the customer feedback and evaluation forms that may be issued at any stage of the Tutoring.

5.3 If the information referred to in this Clause 5 is provided late or in incorrect form, G4ME shall have no liability to the Customer for a failure to register any driver for Tutoring, and no refund shall be due, save in accordance with the Special Conditions.

6 CHARGES & CANCELLATION

6.1 In consideration of the provision of Tutoring the Customer shall pay to G4ME the Charges.

6.2 The Customer shall pay the Charges in advance upon submitting its booking request for the Tutoring, or otherwise in accordance with the credit terms agreed separately in writing with G4ME. Unless otherwise agreed in writing with G4ME, G4ME shall be under no obligation to provide Tutoring that the Customer has not paid for in advance.

6.3 If any 'Closed' (or exclusive) Tutoring is cancelled by the Customer more than 28 days before the date of the Tutoring, a full refund of any Charges already paid will be given. For cancellations made within a period of 28 days before the date of such Tutoring, the Customer shall be liable for:

6.3.1 Any non-refundable Charges applied by the Tutoring Location or any other venue to G4ME in relation to the cancellation of the Tutoring; and

6.3.2 For cancellations between 15 and 28 days before the date of the Tutoring, a sum equal to 50% of the total Charges of the Tutoring cancelled;

6.3.3 For cancellations between the agreed date of the Tutoring and 14 days in advance of that date, a sum equal to 100% of the total cost of the Tutoring cancelled, provided that;

6.3.4 These cancellation provisions shall not apply to a Consumer except as specified in Clause 12.2.

6.4 Any failure to attend Tutoring on the day shall be deemed to be a cancellation by the Customer under clause 6.3.3.

6.5 No refund shall be payable to the Customer if the Tutoring is only partially completed.

6.6 The Customer may request G4ME to re-schedule any 'Open' (or non-exclusive) Tutoring at any time. G4ME shall only be obliged to accept such a request if (i) the request is submitted to G4ME a reasonable period of time prior to the commencement of the relevant Tutoring; (ii) the Customer pays to G4ME an administration fee of £15.00 in respect of the re-scheduling.

6.7 G4ME may, at its sole discretion, agree credit terms with the Customer. In these circumstances a valid Purchase Order number must be provided by the Customer at the point of booking and an invoice will be issued by G4ME. Such invoices must be paid within 30 days of the date of invoice (or in accordance with such other credit terms as may be agreed by the parties in writing).

6.8 If the Customer fails to make a payment due to G4ME by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue Charges, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 As between G4ME and the Customer, all Intellectual Property Rights and all other rights in the Materials shall be held by G4ME and its licensors.

7.2 The Customer's sole right in relation to the Materials is to utilise them for the purposes of receiving Tutoring from G4ME. The Customer may not use or licence others to use the Materials for any other purpose whatsoever.

8. LIMITATION OF LIABILITY

8.1 The restrictions on liability in this clause apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) any other matter in respect of which it would be unlawful for G4ME to exclude or restrict liability.

8.3 Subject to clause 8.2 and clause 8.4:

- (a) G4ME's total liability to the Customer shall not exceed an amount equal to the Charges paid or payable to G4ME by the Customer in respect of the Tutoring in relation to which the liability arises;
- (b) G4ME shall not be liable to the Customer for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of use or production; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or any indirect or consequential loss.

8.3 G4ME's maximum liability to the Customer for any cancellation by G4ME of the Tutoring shall be limited to a refund of the Charges paid by the Customer for the cancelled Tutoring, which shall only be payable if the Tutoring is not rearranged by G4ME.

9. FORCE MAJEURE

Save in respect of the Customer's obligation to pay the Charges, neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or nonperformance continues for 3 months, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

10 TERMINATION

10.1 This Agreement shall become effective on the Commencement Date and shall continue in force until such time as the Agreement is terminated by G4ME in accordance with this Clause 10 or otherwise cancelled in accordance with the Agreement.

10.2 G4ME may terminate this Agreement without cause upon providing at least three months written notice to the Customer.

10.3 G4ME may terminate this Agreement immediately by written notice to the Customer where the Customer:

- 10.3.1 fails to pay any Charges due under this Agreement;
- 10.3.2 commits a breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 10.3.3 uses or permits a third party to use the Materials other than in accordance with this Agreement.

10.4 This Agreement will automatically terminate where G4ME loses any applicable Accreditation.

11 MISCELLANEOUS

11.1 No purported variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties.

11.2 This Agreement may be executed in three or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument.

11.3 This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction.

11.4 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

11.5 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause 11.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.6 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.

12 SPECIAL CONDITIONS

The following Special Conditions shall apply only where the Customer is a Consumer. In the event of any conflict between the Special Conditions and the rest of the Agreement, the Special Conditions will prevail.

12.1 The Customer has a right to cancel any booking for Tutoring at any time within fourteen (14) calendar days ("Initial Period") of the booking (unless the Tutoring has already taken place, in which case the Customer acknowledges that any such rights have expired).

12.2. If the Customer wishes to cancel after the Initial Period, the Customer may do so in accordance with Clause 6.3, and the provisions of that Clause shall apply.

12.3 If the Customer wishes to cancel, the Customer is requested to call the Mr Georgi Ivanov on 07938198094 or email georgi.ivanov@geography4.me provide us with such request before the end of the Initial Period. If the Customer cancels within the Initial Period the Company will provide the Customer with a full refund of any payment received, within fourteen (14) days following receipt of notice of cancellation. If the Tutoring commences within the Initial Period, and the Customer exercises its right to cancel under this clause before the Tutoring is completed, the Customer shall pay (or G4ME shall deduct from the refund) an amount equal to the Charges relating to that part of the Tutoring that has been completed up until notice of the cancellation was received by G4ME. The Company will use the same method for reimbursement as used for initial payment unless otherwise agreed. In all other circumstances the provisions of Clause 6.3 shall apply and appropriate adjustments to reflect the correct amount of refund and/or payment from the Customer shall be made.

Dated: 23 June 2023

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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