

Tutoring Agreement (Terms & Conditions), UK & Global - Student

This Agreement is made between:

1st Party: EIB Ltd ("EIB") of registered address 59 Florence Road, SW198TH UK, and;

2nd Party: The "Client" who is a hirer of tutoring services

The following "Agreement" (also "Terms and Conditions") govern the relationship and dealings between EIB and the Client, and between the Tutor and any Student to which the Tutor provides tutoring services (in each case, a "Student"), after introduction. The Conditions are applicable when the Student or Student's Named Contact accepts or conditionally accepts a Tutor by email, telephone, written agreement, or on the EIB website at www.eliteib.co.uk (the "Website" or "Portal"), such acceptance resulting in EIB introducing Tutors to Students in a timely manner. In providing access to EIB's services, EIB does not provide the Tutoring Services. To use the Tutoring Services, the Client enters in to a legally binding Contract with the Tutor (see Appendix 1: General Terms).

Elite IB is a business which provides tutors find hirers to engage their academic services, and hirers find tutors who want to provide academic services. As such, EIB acts as agent on behalf of the Tutor ("Tutor") and will introduce the Tutor to the Student ("Client"). EIB do not accept any liability for any claims by the Student or Named Contact arising out of or related to the carrying out of the tutoring by a Tutor introduced by EIB.

This provisions of this Agreement are pursuant only to the provision of Tuition to the Student, and other Terms & Conditions may be provided to the Student for other types of support. EIB reserves the right to alter this Agreement. Unless otherwise agreed in writing by a 'Director' of EIB or the 'Head of Tuition', these terms and conditions shall prevail over any other terms of business or conditions put forward by the Student or Named Contact. Acceptance of our services in the manners outlined as stated herein will be taken to represent agreement to these Terms and Conditions.

Tutor Services (not Introduction Services) under these Terms and Conditions may be paid for via EIB, but the Client fully acknowledges and accepts that any payment relating to Tutor Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the agreement between the Tutor and Client and not under any agreement between the Client and EIB.

Changes to these Terms and Conditions

We may alter these Terms and Conditions at any time.

Your use of the EIB Site or Portal constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

A. Data Protection

1. EIB and the Student or Named Contact shall comply with their respective obligations under the Data Protection Laws.
2. EIB shall procure that each of the Tutors introduced to the Student or Named Contact by EIB shall also comply with their respective obligations under Data Protection Laws.

B. Acknowledgements and Liability

- 1) The Client acknowledges that EIB does not supervise and/or control the actions of any Tutor. Nothing in this Agreement shall in any way constitute any Tutor as the employee or worker of EIB. EIB shall not be responsible for supervising, monitoring or directing the Tutor whilst working with a Client and that accordingly, only the Client is in a position to assess and insure against risks under this Agreement.
- 2) The Client acknowledges that EIB is not an employment agency for the purposes of the Conduct Regulations and is instead a medium through which Tutors find Assignments for themselves and Clients find Tutors to work on Assignments.
- 3) Any responsibilities to Tutors under the Pensions Act remain the sole responsibility of the Client and the Client agrees to perform those responsibilities when a Tutor is Introduced.
- 4) Any responsibilities to Tutors under the Agency Workers Regulations 2010 or any employment law remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.
- 5) The Client shall indemnify and keep indemnified EIB against any Losses incurred by EIB arising out of any breach of this Agreement by the Client.
- 6) The Client acknowledges that there is no contract between EIB and a Tutor relating to the Tutor Services. EIB shall not be responsible for and shall have no involvement in any disputes between the Client and a Tutor and shall not be responsible for the quality of the Tutor Services provided by the Tutor or their activities.
- 7) For the purposes of the Payment Services Regulations, EIB has the authority to act as an active Commercial Agent of the Client. In this role EIB will conclude how payments are made to the Tutor on behalf of the Client. For the avoidance of any doubt, EIB is not an agent of the Client other than for the purposes of negotiating *payment* terms between the Client and the Tutor.
- 8) Any responsibilities to Tutors under the Pensions Act remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.
- 9) Any responsibilities to Tutors under the Agency Workers Regulations 2010 or any employment law remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.
- 10) The Client shall indemnify and keep indemnified EIB against any Losses incurred by EIB arising out of any breach of this Agreement by the Client.

C. Payment & Fees

1. Linking Fees

- a) Upon confirmation by the Student, Named Contact or other Agent acting on behalf of the Student or Named Contact, that they agree to proceed with the support of the Tutor proposed by EIB (“Linked” to the Tutor) to the Student or Named Contact, a “Linking Fee” (also “Registration Fee”) of £25 is due to EIB.
- b) The “Linking Fee” is only due on the first Tutor the Student is Linked with by EIB, and is invoiced to the Student and due for settlement
- c) If the Student is sibling by Law to another Student who has already paid the “Linking Fee”, EIB – at its discretion – may waive the “Linking Fee” for any sibling to the original Student, but is not obligated to do so.

2. Tutor Lesson Fees

- a) EIB will “Propose” the support of a Tutor to the Student by email alongside the Tutor’s hourly Lesson fee for the Student’s requested Lesson Type and the Tutor’s “Tier” (“Standard”, “Higher”, or “Top”). A Tutor’s hourly Lesson fee is typically based on the Tutor’s Tier as outlined below, but EIB may Propose Tutors at other rates, as the Tutor’s are at discretion to set their own Client charge rates. As introducing Agents, Tutor’s EIB introduces are at liberty to propose their own rates through the Elite IB Website (“Portal”). EIB charges an hourly introductory fee of approximately 30% on top of the Tutor’s fees, as listed in the table below. These two fees are clearly defined in the invoices sent to the Client.

Tier	Face-to-face Total Charge	(of which) EIB Introduction Fee	Online Total Charge	(of which) Online EIB Introduction Fee
“Standard”	£54 pr hour	£13 pr hour	£43 pr hour	£13 pr hour
“Higher”	£59 pr hour	£15 pr hour	£49 pr hour	£15 pr hour
“Top”	£69 pr hour	£21 pr hour	£60 pr hour	£21 pr hour

- b) If the Student wishes to arrange lessons with the Tutor of a different Type to the Type Proposed to the Student by EIB, it is the Student’s responsibility to contact EIB to clarify the Tutor’s hourly Lesson fee for a different Lesson Type. Failure by the Student to contact EIB to clarify the Tutor’s hourly Lesson fee for any Lesson Type other than the Type Proposed to the Student by EIB is insufficient grounds to contest the fee charged to the Student for the support they receive from the Tutor.
- c) Total Sums the Client is therefore due to settle with EIB when invoiced will therefore be a total of:
- EIB’s hourly commission, as listed in the table above, inclusive of VAT
 - Sums due in respect to the Tutor’s invoices as received by EIB (as agent for the for the Client) and payable by the Client.

3. Invoices

- a) EIB shall send “Invoices” to the Named Contact on behalf of the Tutor, either after five completed lessons, or after £250 is due, whichever is sooner. Invoices shall be sent via email and also are viewable on the Named Contact’s Portal account.
- b) It is the responsibility of the Student and Named Contact to ensure they provide EIB with an email address they check regularly enough to comply with the Terms of the Tutoring Agreement.
- c) Invoices will be based upon the Lesson bookings for Tutoring Services submitted by the Tutor through the Portal or otherwise.
- d) While all reasonable endeavours shall me made to ensure Invoices accurately reflect the support received, it is the responsibility of the Student and Named Contact ensure each Invoice matches their own records of Lessons
- e) If the Named Contact or Student wishes to dispute any charge on an Invoice they must do so within 7 days of the Invoice’s date of issue.

4. Payments

- a) Payment of any Invoice issued by EIB to the Named Contact must be made within 10 days of the Invoice’s date of issue.
- b) The Named Contact is liable to pay an additional fee of up to £10 per invoice for each e-mail reminder sent requesting payment following failure to make payment of any outstanding Invoice within 10 days of the Invoice’s date of issue. Such e-mails will be sent no more often than once per calendar month. EIB also reserves the right to charge interest on any overdue amount at 8% above base rate.

- c) Payments of any outstanding fee must be made by card using the payment facility “Stripe” using the link provided in the Invoice’s first email, or via the Portal.
- d) EIB, at its own discretion, may permit the Named Contact to make payment via Bank Transfer, but is under no obligation to do so. Payments made via non-UK bank accounts must take into account any deductions or fees made by the transferring bank/institution. The Student or Named Contact must account for these extra fees on top of the base payment.
- e) The Client shall immediately notify EIB if a Tutor requests that the Client make direct payment to them.

Appendix 1:

Tutor Agreement General Terms and Conditions between Tutor and Client for Tutor Services

- a. The Tutor shall provide the Tutoring Services with the terms of these General Terms & Conditions which is a contract for services.
- b. Tutoring Services as provided by the Tutor can be paid for via EIB, but the Client & Tutor both acknowledge that payment related to Tutoring Services provided shall be the ultimate responsibility of the Client, and in agreement with these General Terms & Conditions.
- c. The Tutor & Client acknowledge that the Tutor is not an employee, worker, or agency worker of either the Client or EIB.
- d. It is understood by the parties that the supplies of the Tutor Services are not subject to VAT.
- e. These General Terms & Conditions are not an exclusive agreement and do not prohibit the Tutor from taking on any other work with any third parties.
- f. The Tutor shall account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and payable in respect of sums paid
- g. The Tutor shall, subject to working towards meeting the Client's objectives, determine generally how the Tutor Services shall be supplied.

A. Lesson Cancellations

5. By the Student:

- a) The Student shall be entitled to "Cancel" or "Amend" a "Lesson" that has been arranged with the Tutor without incurring a fine, fee, or penalty, where at least 24 hours' notice of such cancellation or amendment is given to the Tutor.
- b) The Student may suggest alterations ("Amendments", "to Amend") to any lesson with a Tutor (including, but limited to, the Lesson's start time, duration, date, and lesson Type) with more than 24 hours' notice without incurring a fine, fee, or penalty.
- b) Failure by the Student to provide at least 24 hours' notice of Cancellation or Amendment of a Lesson will incur a fee equal to the full cost of the original Lesson, providing the Tutor has emailed the Student and Named Contact notifying them that the Lesson will be charged to the Student and Completed the booked Lesson on the Portal within 24 hours from the booked Lesson's end time and date.
- b) Failure by the Student to attend an arranged Lesson is considered a Lesson Cancellation with less than 24 hours' notice by the Student and treated under the same terms.
- f) If the Tutor has not Booked the Lesson on the Portal before the Student notifies the Tutor of the Cancellation, Amendment, or Fails to Attend, the Tutor may not Book the Lesson into the Portal, and no fee is due for the Cancelled/Amended Lesson.
- d) If the Student is able to demonstrate they contacted the Tutor at any time during the duration of the arranged Lesson so as to commence the Lesson, and did not receive an immediate response from the Tutor, this shall be treated as a Lesson Cancellation with less than 24 hours' notice by the Tutor.

6. By the Tutor

- a) The Tutor may "Cancel" any Lesson arranged with a Student with more than 24 hours' notice without incurring a fine, fee, or penalty.
- b) The Tutor may suggest alterations ("Amendments", "to Amend") to any lesson with a Student (including, but limited to, the Lesson's start time, duration, date, and lesson Type) with more than 24 hours' notice without incurring a fine, fee, or penalty.
- c) The Tutor must inform the student and Named Contact by email of the Lesson's Cancellation or Amendment. The Tutor must cc' EIB into such an email cancelling or amending (time, duration, date etc.) an agreed lesson if less than 48 hours' notice is provided by the Tutor.
- e) The Tutor may only Cancel or Amend a lesson with less than 24 hours' notice without incurring a fine, fee, or penalty from EIB in cases of accident, illness, or emergency. The Tutor must notify the Student and Named Contact by email - with EIB cc'd - as soon as possible. The Tutor must provide reasonable evidence of accident, illness, or emergency to EIB in order not to incur a fine, fee, or penalty.
- f) If the Tutor provides less than 24 hours' notice of Amendments to a Lesson or of a Lesson's Cancellation, the Tutor must provide the Student with a Lesson equal to the duration of the Cancelled/Amended Lesson (a "Replacement Lesson") to take place within 5 days of the Cancelled/Amended Lesson's original date. There is no cost to the Student for the Replacement Lesson.
- h) Failure by the Tutor to provide the Student with the agreed Lesson without notice shall be considered by EIB a Lesson Cancellation with less than 24 hours' notice, and subject to the same terms.