

Standard terms and conditions for introducing tutors for direct engagement by clients

Dated

18th December 2025

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These terms of business apply in relation to any employment agency services provided by The Cambridge Tuition Group Ltd, a company incorporated in England and Wales (company number 11539045) whose registered office is at 28 Maynards, Whittlesford, Cambridge, CB22 4PN (the **"Company"**) to any client (the **"Client"**).

It is agreed as follows:

1. **Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this agreement between the Company and the Client comprising the terms set out in this document.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Candidate" means a person in respect of whom, or in respect of whose skills or services relating to tutoring or otherwise, information is provided by the Company to the Client.

"Candidate Request" means what the Company reasonably deems to be the Client's instruction, request or confirmation to search for a Candidate for a particular position.

"Client Contact" means any member of the Client's Group or any client of the Client with whom the Candidate had material contact during the Engagement, or any third party (including any client of the Client or any employment business or other person) to whom the Client introduces that individual (a **"Client Third Party Contact"**).

"Client's Group" means the Client and (where the Client is a corporate entity) , any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**); (ii) the Data Protection Act 2018 (**"DPA"**); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms **"Data Subject"**, **"Personal Data"**, **"processing"**, **"processor"** and **"controller"** shall have the meanings set out in the UK GDPR.

"Engagement" means the Client's or any Client Contact's:

- (a) engagement (direct or indirect) by way of employment or contract for services or otherwise of the Tutor(s); or
- (b) making of any other arrangement for any of the Tutor to provide services for the benefit of the Client or any Client Contact

and **"Engages"** shall be construed accordingly.

"Engagement Date" means the date on which the Candidate begins an Engagement at or with the Client.

"Expenses" means any agreed expenses to be paid by the Client.

"Introduction Fee" is set out in Schedule 1.

"Introduction" means the earlier of the following events:

- (a) the Company supplying to the Client, orally or in writing, any information sufficient to identify a Candidate or
- (c) the Client interviewing the Candidate in person or otherwise.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"Re-engage" means during an Engagement, or following the termination of a Candidate's Engagement for a fixed term period (for any reason whatsoever), the Client Engages the Candidate in any position for a further period. **"Re-engaged"** and **"Re-engages"** shall be construed accordingly.

"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended.

"Role(s)" means the duties, responsibilities, experience, qualifications and skills that a Candidate will be expected to fulfil.

"Remuneration" means all payments, bonuses, commission, profit sharing, London weighting allowance, where a motor vehicle is provided, this will constitute a payment to the value of £5,000, benefits in kind and any other payment arising from the Engagement and whether payable to the Candidate or to a third party (including, without limitation, a limited company connected with the Candidate) in respect of or referable to the relevant Engagement.

1.2 Reference to the Client shall, to the extent the context permits, be the person who is benefitting from the tuition services

1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.

1.4 Where the context permits, words denoting:

- (a) persons shall include bodies corporate and unincorporated associations of persons;
- (b) the singular include the plural and vice versa; and
- (c) one gender shall include any gender.

1.5 For the purposes of the Conduct Regulations the Company shall operate as an employment agency.

2. **Terms**

2.1 In the event of any conflict between this Agreement and any other terms and conditions, this Agreement shall prevail unless expressly agreed otherwise in writing by a director of the Company.

2.2 This Agreement supersedes all previous terms and conditions of business in respect of the subject matter of this Agreement whether written, oral or implied.

2.3 A Client will be deemed to have accepted the terms of this Agreement by issuing a Candidate Request to the Company, by downloading a Candidate's CV, by interviewing (whether in person, by telephone, by video link or by using any other media, including without limitation social media), engaging or continuing to Engage a Candidate, or by passing any information about a Candidate to any Client Contact following an Introduction.

2.4 These terms shall apply to any Client who directly or indirectly Engages any Candidate introduced on a temporary or permanent basis (save where such Engagement is via the Company in circumstances where the Company and the Client have agreed an assignment under the Company's terms of business as an employment business and/or otherwise as a contractual intermediary).

2.5 For convenience Schedule 2 sets out terms which the Candidate and Client can use as the basis of their direct contracting arrangements: they are free to agree to whatever terms they want and this template is merely provided by the Company for convenience in case the Tutor and Client do not have their own standard terms readily available.

2.6 The Client shall provide such information as the Company may reasonably require from time to time relating to the progress of the services of the Candidate.

3. **Recruitment obligations**

3.1 Save in respect of the authority given under this Agreement the Company has no authority to enter into any contract directly with the Candidate on the Client's behalf.

3.2 The Company will notify the Client in writing immediately if at any time during this Agreement or for a period of up to 3 months following an Introduction the Company becomes aware or has reason to believe that a Candidate is not suitable for an Engagement.

4. **Introduction Fee**

4.1 The Client shall pay the Company the Introduction Fee in respect of any Engagement

- (a) arranged via the Company; or
- (b) involving the Candidate accepting an Engagement within 6 months of the most recent event constituting an Introduction.

4.2 The Introduction Fee shall be payable in respect of each element or instalment of Remuneration for each instalment or session of tuition or other service provided by the Candidate to or for the benefit of the Client or relevant Client Contact.

4.3 The Introduction Fee is still payable if a Candidate is Engaged in a position other than the one originally intended.

4.4 No charge for work-finding services is made to the Candidate.

4.5 Permanent or fixed-period Engagement: Where an Engagement is agreed in advance to be for a fixed period or permanent employment role the Company may, as a concession in its sole discretion, calculate the Introduction Fee differently, in accordance with Schedule 1, and that the Remuneration (from which the Introduction Fee will be calculated) shall be calculated as the actual amount agreed to be paid for the fixed period or (if longer than a year) annualised fee payable to the Candidate provided that:

- (a) the Client notifies the Company in writing prior to the Engagement Date and the full amount payable for the fixed period or (if longer than a year) annualised fee payable to the Candidate;
- (b) prior to the commencement of the Engagement, the Company has accepted in writing that the Introduction Fee will be calculated on such basis;
- (c) the Client pays the concessionary sum within 7 days of the date of Company's invoice; and
- (d) the Introduction Fee payable in such circumstances shall be as set out in paragraph (b) of Schedule 1.

Notwithstanding this clause, the Company shall in its sole discretion be entitled to charge a further Introduction Fee when a Candidate is Re-engaged by the Client within a 6 month period of end of the original Engagement. The Client agrees to notify the Company in writing before it Re-engages a Candidate.

4.6 The Introduction Fee and any other fees are subject to VAT where applicable.

5. **Payment of Fees**

5.1 The Client shall confirm the Remuneration

- (a) at the time of the Candidate Request or as soon as possibly thereafter (including by way of confirming that the Remuneration proposed by the Company on behalf of the Candidate is acceptable); or
- (b) to the extent the Remuneration consists of elements as yet unknown, shall confirm the minimum Remuneration and additional anticipated Remuneration to the Company on the Engagement of a Candidate.

5.2 Following the notification of an Engagement of a Candidate to the Company or at such other stage as the Company shall consider appropriate after the Introduction, the Company shall issue to the Client an invoice detailing the Introduction Fee payable by the Company pursuant to clause 4 above.

5.3 The Client shall pay the Introduction Fee to the Company within 7 days of the date of the Introduction Fee invoice. If the Introduction Fee is not paid within this period, the Company shall be entitled to charge interest on any amounts which remain outstanding at the rate of 5% of the original amounts each full week until the account is settled.

- 5.4 To the extent the Remuneration for the relevant period of the Engagement is or will be, in the reasonable opinion of the Company, materially greater than the sum notified in clause 5.1, the Company shall at any time be entitled to charge an additional Introduction Fee in respect of the difference.
- 5.5 The Client may, at its option agree with the Candidate that the Candidate shall issue invoices to the Client via TutorCruncher which shall act as payment agent (the "**Payment Agent**"). That arrangement may also involve the Payment Agent making payments to the Tutoring Company of its Introduction Fees relating to the Engagement. The Client may elect to do this by using TutorCruncher to pay for invoices due, T&C here: <https://tutorcruncher.com/terms>.
- 5.6 For the avoidance of doubt the Company is not associated with the Payment Agent and will make no arrangements in relation to the payments due to the Candidate and shall not be liable for any failures by the Payment Agent to make payments correctly or other failures of the Payment Agent. Details of that Payment Agent service are provided for convenience only and may be of use where the Client and/or Candidate want(s) support with the process of making payments/collecting payments.

6. **Suitability and References**

- 6.1 In accordance with the requirements of the Regulations, the Company will not supply a Candidate to the Client, such that an Engagement starts without first obtaining confirmation of their identity, that they are willing to work in the Role in which the Company wishes to Engage them and that they have the experience, training, qualifications and any authorisation which the Client considers necessary for the Role or which are required by law or any professional body.
- 6.2 The information which Company has obtained under clause 6.1 above will be provided to the Company as soon as possible, being not later than required by law.
- 6.3 The Company will not supply a Candidate that an Engagement starts unless it has taken all reasonably practicable steps to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body which must be satisfied to enable the Candidate to work in the Role. The Company will also make such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of either party for the Candidate to work in the Role.
- 6.4 To enable the Company to comply with its obligations under the Regulations, the Client shall provide the Company with sufficient information to enable it to select a suitable Candidate for the Role which must include the date on which the Client requires the Candidate to commence work and (if the Engagement is for a fixed period) the likely duration; the nature of the work, the location, hours and any risks to health and safety known to the Client and the steps taken to control such risks; details of the experience, training, qualifications and any authorisations which the Client considers necessary, or which are required by law or any professional body for the Candidate to possess to work in the Role; details of any Expenses payable.
- 6.5 The Client will also inform the Company of the minimum rate of Remuneration and (if greater) expected Remuneration and other benefits for the Role, the intervals of pay and the notice required to terminate the Engagement.
- 6.6 Notwithstanding the above, the Client must satisfy itself as to the suitability of the Candidate and the Client shall take up such references provided by the Company or the Candidate before engaging the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement for medical examinations and/or any investigations into the medical history of the Candidate and satisfying any medical or other requirements, qualifications or permission required by law applicable to the Engagement.
- 6.7 In accordance with Regulation 22 of the Regulations, where required, the Client will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations and two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. In accordance with Regulation 22 of the Regulations, where required, the Company shall offer to provide copies of such information to the Client and if it is unable to obtain any of the above information then it shall inform the Client of the steps it has taken to obtain it.

6.8 The Company will assume unless it has reason to believe to the contrary that a Role will include or may include working with, or caring for persons under the age of eighteen and/or a Role which involves caring for or attending any person who by reason of age, infirmity, or any other circumstances is in need of care or attention. If the Role will or may include that, the Client shall provide such information and cooperation as the Company shall reasonably require to enable it to comply with the requirements of Regulation 22 of the Regulations.

7. **Availability of Candidates**

The Company shall use all reasonable endeavours to introduce suitable Candidates but does not guarantee that a Candidate is available to accept any Engagement.

8. **Introduction of a Candidate to a Third Party**

The Introduction of a Candidate to the Client is confidential. The Client must not supply or provide any information that relates to or helps identify a Candidate to any other person, school, firm or company (a "**Third Party Introduction**"). If following a Third-Party Introduction, the Candidate is Engaged within 6 months of the date of the original Introduction by the Company to the Client, the Client shall pay to the Company the Introduction Fee in accordance with clause 4 for the Engagement.

9. **Liability and indemnity**

9.1 The Client will indemnify and hold the Company harmless on a continuing basis for any Losses incurred by the Client as a result of its breach of this Agreement or arising from its negligent or deliberate acts, defaults or omissions.

9.2 Under no circumstances is the Company liable for any Losses incurred by the Client or any other entity from the Introduction or subsequent Engagement of a Candidate save for death or personal injury caused by the Company's own negligence.

9.3 The Client acknowledges that by entering into this Agreement it has not relied on any representations, warranties or other assurances made by the Client other than those expressly set out in this Agreement, provided that nothing in this clause shall operate to limit or exclude any liability for fraudulent misrepresentation.

10. **Confidentiality and data protection**

10.1 All information contained within this Agreement and any Candidate Request shall remain confidential and the parties shall not divulge it to any third party, save for its own employees and professional advisers on a need to know basis or as may be required by law and to Candidates as may be required for the performance of any Engagement. The parties will keep any information associated with an Introduction confidential and not use it for any purpose other than specified at the time the information was provided.

10.2 The parties warrant and undertake to each other that, in relation to any personal information generally in relation to this Agreement, they shall comply strictly with all requirements of the Data Protection Laws and the privacy policy of The Cambridge Tuition Group.

11. **General**

11.1 The Company is committed to equal opportunities and expects the Company to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

11.2 Where applicable value added tax will be added to the Introduction Fee. Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice.

11.3 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of either party who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

11.4 Any notice under this Agreement shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting and in the cases of fax and electronic mail on the date of transmission.

- 11.5 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Client and the Company relating to the Introduction of Candidates. Unless otherwise agreed in writing by an authorised signatory of the Company, this Agreement prevails over any other terms of business or purchase orders the Client puts forward.
- 11.6 No amendment to this Agreement is effective unless agreed in writing and signed by a signatory authorised to enter into such agreements by the Client and the Company.
- 11.7 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- (a) such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
 - (b) to the extent permitted by law, the provision severed under clause 11.7(a), shall be replaced with a provision which is of similar effect but which is not illegal or unenforceable.
- 11.8 This Agreement shall be governed by and construed in all respects in accordance with English law and in the event of any dispute regarding this Agreement the English Courts shall have exclusive jurisdiction.

Signed by _____ on
behalf of the Client (where the Client is a
company or other corporate body)

Date:

Signed by the Client (where the Client is an
individual, including an individual arranging tuition
for a child).

Date:

Signed by _____ on
behalf of the **Company**.

Date:

Schedule 1

"Introduction Fee" means the sum that is payable by the Client to the Company following the Engagement of a Candidate, to be calculated as follows:

- (a) the sum of £15 per hour that the Tutor is engaged by the Client, invoiced to the Client by the Company in accordance with the Company's standard terms of business

Schedule 2

Template terms for use by Client to set out terms of his/her/its contract with the Tutor

This Agreement is made on

2025

Between:

- (1) *[Insert Client name]* (the "Client"); and
- (2) *[insert Tutor's name or, if he/she trades via a PSC, the PSC company name]* (the "Tutor").

Background:

The Tutor shall provide the Tuition Services for the Client in accordance with the terms of these General Terms and Conditions which is a contract for services. This follows an Introduction of the Client to the Tutor by TTA Member] (the "**Tutoring Company**") acting as an employment agency.

These General Terms and Conditions shall apply to any and each Assignment agreed between the parties

For the avoidance of doubt, each Assignment which the Tutor accepts shall be treated as an entirely separate and severable engagement and no contractual relationship shall exist between the Client and the Tutor between Assignments.

Tuition Services under these General Terms and Conditions may, for reasons of convenience (if the parties so wish), be paid for via a third party, but the parties acknowledge and accept that any payment relating to Tuition 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 any third party (including for the avoidance of doubt the Tutoring Company).

The Tutor represents that the Tutor supplies Tuition Services on an independent self-employed basis and that the Tuition Services do not involve the Tutor or any Representative working for and/or under the supervision, direction or control of any person.

It is agreed as follows:

2. Definitions and interpretation

2.1 In these General Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

"Application Documents" means any tender documentation, application form or other written information provided by the Tutor to the Client (via any third party or otherwise) about the self-employment, tax status, experience, training, qualifications, authorisations and general suitability of the Tutor and any Representative for performing the Tuition Services.

"Attendance Module" means any system from time to time applicable to the Assignment that is used to record the time and attendance details of Tutors on Assignments, from which electronic timesheets are generated.

"Assignment" means an Assignment with the Client on the terms set out in the Assignment Details and otherwise subject to these General Terms and Conditions. Each individual Assignment shall constitute a separate agreement.

"Assignment Details" means details as may be agreed by the parties relating to the Assignment and including start time, end time, type of work including the structure of the day, any additional requirement such as home visits, administrative tasks, follow ups, telephone consults, prescriptions etc., number of patients to be seen in the time, location, travel information to the practice, Fee, and health and safety details.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time..

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

"Fee" means the hourly/daily/weekly charge for the Tuition Services as set out in the Assignment Details.

"General Terms and Conditions" means this agreement between the Client and the Tutor comprising the terms set out in this document.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would reasonably be expected from a suitably skilled and experienced person engaged in the Tuition Services or the same or similar type of services as the Tuition Services.

"Home School Tuition" means Tuition Services in the form of a lesson or series of lessons for the Client at one or more Locations where the Tutor is required to remain available at the Tuition Location between tuition sessions. For the avoidance of doubt, unless expressly stated otherwise in the Assignment Details, it shall be assumed that there is no obligation for the Tutor to remain available between tuition sessions and the provisions for Hourly Tuition rather than Home School Tuition shall apply.

"Hourly Tuition" means Tuition Services in the form of tuition sessions taught on an hourly basis at the Location where there is no agreement and/or expectation that the Tutor will need to remain available between two or more such tuition sessions.

"Location" means the location where the Tuition Services are to be performed and if they are to be delivered face to face or online as set out in the Assignment Details

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims); the term **"Losses"** shall be construed accordingly.

"Off Payroll IR35 Legislation" means the legislation known as the Off-Payroll Working Legislation, including under ITEPA Part 2 Chapter 8 (Application of Provisions to Workers Under Arrangements Made by Intermediaries) and, (Application of Provisions to Workers' Services Provided Through Intermediaries to Small Clients) or, as applicable, Part 2 Chapter 10 (Workers' Services Provided to Public Sector) and, (Workers' Services Provided Through Intermediaries to Public Authorities or Medium or Large Clients); s688AA of ITEPA; and any regulations that may be implemented in accordance with the Off Payroll Working Legislation.

"Outside IR35" means where the circumstances under which the Tutor (providing its services via a Supplier) will provide the Tuition Services under the Assignment are such that the requirements set out in sections 49 and 50 or s61M of the Off Payroll IR35 Legislation are not satisfied.

"PSC Contractor" means a Tutor who controls and directs a limited company through which they contract and offer their services on an independent business to business basis.

"PSC" means the limited company through which a PSC Contractor operates.

"Representative" means in relation to a Tutor who is a PSC Contractor, the individual to whom the PSC Contractor delegates or subcontracts the performance of the Tuition Services and named as such in the Assignment Details.

"Tuition Services" means the lesson or series of lessons to be delivered by the Tutor for the Client as detailed in the relevant Assignment Details comprising Hourly Tuition or Home School Tuition.

["Third Party Payment Provider" means [the payment service used by the parties.] *TTA to insert full details*

"Vacancy" means the specific details of a potential Vacancy with the Client (including Assignment start time) (in respect of which the Client has issued a vacancy notification).

2.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in these General Terms and Conditions is as defined in the Assignment Details.

2.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these General Terms and Conditions) and all subordinate legislation made (before or after these General Terms and Conditions) under it from time to time.

2.4 Where the context permits, words denoting:

(a) persons shall include bodies corporate and unincorporated associations of persons;

(b) the singular includes the plural and vice versa; and

(c) one gender shall include any gender.

2.5 The Tutor acknowledges and agrees that the terms of these General Terms and Conditions shall apply to each Assignment. In the event of any conflict or inconsistency between the Assignment Details and the terms in these General Terms and Conditions, the terms of the Assignment Details shall take precedence.

2.6 Where the Client engages the services of a Tutor via a Supplier (and such Supplier is engaged on the basis of these General Terms and Conditions) then:

(a) references in these General Terms and Conditions to the Tutor shall refer to the Supplier; and

(b) the Supplier agrees that it shall procure that the Tutor shall comply with the terms of this Agreement as if it were a party to it in place of the Supplier.

3. **Tutor's Obligations**

3.1 The Tutor shall (and shall procure that any Representative shall):

(a) throughout the term of each Assignment under these General Terms and Conditions supply the Tuition Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Tuition Services are performed;

(b) comply with all health and safety, site and security regulations applicable at the Client Location(s) to the extent that they apply to the type of work required for the provision of the Tuition Services and report to the Client any unsafe working practices or conditions;

(c) comply with all the Client regulations, policies and protocols as notified by the Client from time to time except where such regulations and policies relate solely to employees of the Client;

(d) promote the interests of the Client and not engage in any conduct detrimental to the interests of the Client, including, without limitation, any conduct likely to bring the Client into disrepute;

(e) use all reasonable endeavours to provide at least 24 hours notice (as required by the Client, including by telephone to the Client) to the Client of any period during which the Tutor will be unavailable, unable or otherwise unwilling to perform the Tuition Services, giving the reason;

(f) supply to the Client copies of any relevant qualifications or authorisations that the Tutor is required by the Client or by law or any professional body to have in order to provide the Tuition Services;

- (g) where necessary, provide at its own cost all such equipment as is reasonable for the adequate performance of the Tuition Services; and
- (h) indemnify the Client against all Losses incurred by any of them arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or the Tutor.

4. Client Obligations

4.1 The Client shall:

- (a) carry out risk assessments of the Tuition Services to be undertaken and notify the Tutor and Representative immediately of any specific or potential hazards relating to the Assignment and any precautions the Tutor and Representative should take in relation to such risks;
- (b) not allow the Tutor or Representative to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Tutor and Representative of any risks identified;
- (c) if applicable, make clear before the Assignment to the Tutor and Representative what rules (including but not limited to health and safety, site and security policies, procedures; and regulations) apply in respect of the Location(s);
- (d) (if available) make appropriate Attendance Module entries verifying the number of hours worked by the Tutor/ Representative and evidencing satisfactory performance of the Tuition Services by the Tutor/Representative;
- (e) use its reasonable endeavours to resolve any reports made by Tutor in accordance with clause 2.1(b); and
- (f) provide customary support and training and a physical tour of all premises and systems at the start of the Assignment.

5. Payment of fees

- 5.1 The Tutor shall issue invoices to the Client (including, where the parties opt to use the same, via TutorCruncher or in such manner as may from time to time be agreed). Such invoices shall be calculated on the basis of the number of hours/days/weeks worked by the Tutor/Representative, as recorded in the Attendance Module or other system agreed by the parties. At the option of the Tutoring Company the Tutoring Company may also issue from time to time a statement setting out the sums payable to the Tutor by the Client.
- 5.2 Unless clause 7.1 applies, subject to the Tutor performing the Tuition Services in accordance with these General Terms and Conditions, the Client will pay the Tutor's invoices by the date specified on the Assignment Details.
- 5.3 The Tutor shall raise any queries or disputes in relation to entries made in the Attendance Module (or such other system agreed by the parties) by the Client immediately.
- 5.4 The Tutor shall be entitled to claim from the Client any reasonable expenses incurred in connection with the performance of the Tuition Services provided that the Assignment Details allow for such payment and provided that details of these reasonable expenses (and any appropriate receipts) are given to the Client at such time and in such form as required by the Client. Failure to notify the Client of expenses prior to the start of the Assignment (and/or provide legitimate receipts) as required and/or in good time may result in expenses not being payable.
- 5.5 VAT shall be charged as applicable.

6. Tutor's status

- 6.1 The parties acknowledge that the Tutor (and as the case may be, the Representative) is not the employee, worker, agency worker, agent, partner or servant of the Client and accordingly:
 - (a) these General Terms and Conditions are not an exclusive arrangement and (subject to clause 2.1(d) nothing in these General Terms and Conditions shall prevent the Tutor from engaging in other services for any third party;

- (b) the Client is not obliged to engage the Tutor or Representative for the provision of services nor is the Supplier or the Tutor or Representative obliged to provide services to the Client beyond the termination or expiry of an Assignment;
- (c) any Supplier shall comply with all legal and fiscal obligations including but not limited to the Working Time Regulations 1998 and any requirement to register residency, any requirements under the Pensions Act 2008 and any requirements under the AWR to the extent the Tutors work under the supervision and direction of the Client such that the AWR apply, (which the parties agree is not contemplated by the parties to be the case);
- (d) the Tutor shall account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) payable in respect of sums paid to the Tutor or (in the case of a Supplier only) by it to the Tutor or to the Tutor directly in connection with this Assignment;
- (e) the Tutor shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "**Act**") in all relevant respects and, if the Tutor or Representative is subject to immigration control for the purposes of such Act, the Tutor warrants that:
 - (i) the Tutor (or as the case may be, the Representative) has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Assignment; and
 - (ii) the Tutor (or as the case may be, the Representative) is not (in relation to such leave in 5.1(e)(i)) subject to any conditions which may preclude or have an adverse effect on the provision of the Tuition Services;
- (f) the Tutor shall, throughout the Assignment, hold professional indemnity insurance and public liability insurance and any and all other customary and/or appropriate insurance (including any such from time to time specified by the Client) against a minimum amount per claim as is customary and/or appropriate and at least such sum(s) as is/are from time to time specified by the Client and supply the Client with evidence of cover on request. The Tutor shall cooperate in any checks, including identity checks, reference checks or insurance checks that the Client may carry out itself or via any agent. The Tutor will notify the Client if any information provided changes;
- (g) the Tutor shall, subject to working towards meeting the Client's objectives, determine generally how the Tuition Services shall be supplied;
- (h) the Tutor warrants that it operates on a basis such that the supply it makes in an Assignment is one of independent professional consultancy services to the Client. Accordingly, the Tutor agrees that it does not intend or regard the supply of Tuition Services made in this Assignment to fall within the scope of the PAYE regime or the AWR or subject to any control by the Client, or framework of control, as to how the Tuition Services should be performed. The Tutor shall notify the Client in writing forthwith if, in its or the Tutor's opinion, the nature of the Tuition Services or the Assignment change(s). Upon receipt of such notification the Client reserves the right to terminate the Assignment by notice with immediate effect without liability. The Tutor shall indemnify the Client against any Losses arising from failure to notify the Client of any change in the nature of the Tuition Services from that represented by the Tutor to the Client, and as intended by the parties, as at the start of the Assignment; and
- (i) the Tutor shall indemnify the Client from and against any Losses which the Client may suffer or incur as a result of the failure of the Tutor to comply with any of the representations, warranties and/or undertakings in this clause 5 including, without limitation, Losses which they would not have suffered or incurred but for:
 - (i) the Supplier or the Tutor claiming to be; and/or
 - (ii) some official, public body or authority for any purpose regarding the Supplier or the Tutor as,

an employee or worker of the Client or otherwise entitled to any rights or benefits that employees or workers enjoy or subject to income tax/national insurance contributions as an employee or worker of the Client.

- 6.2 The Tutor hereby acknowledges and agrees that the Off Payroll IR35 Legislation must to be considered in respect of all supplies made by Tutors who provide Tuition Services via their PSC to the Client. Accordingly, the Tutor warrants and undertakes that where the Representative is providing Tuition Services via its PSC:
- (a) it is Outside IR35;
 - (b) it shall notify the Client immediately if the Supplier or Tutor has reason to believe that the nature of the Tuition Services or the Assignment and/or its IR35 status has changed, or will change. For the avoidance of doubt, the terms of this Agreement are intended only to be used where the Tuition Services have been determined as falling Outside IR35.
- 6.3 The Client will be entitled to terminate this Agreement by notice to the Supplier with immediate effect if it has reasonable grounds to believe that the circumstances under which the Tuition Services are provided and/or the nature of the Assignment have changed and/or require re-assessment.
- 6.4 The Tutor shall indemnify the Client in respect of any Loss the Client suffers as a result of any breach of clause 5.
- 6.5 The Tutor shall, where operating as a PSC Contractor, promptly supply to the Client when requested confirmation in writing up to date documentary evidence that such company is registered at Companies House and its Tutors/worker(s) is/are paid in the United Kingdom.

7. Confidentiality

- 7.1 The Tutor shall and shall procure that any Representative shall:
- (a) keep confidential all information relating to the Client's business and affairs (including, for the avoidance of doubt, payment rates) ("**Confidential Information**") which may become known to it in connection with the supply of the Tuition Services or this Assignment;
 - (b) not use any Confidential Information except for the purposes of performing the Tuition Services;
 - (c) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
 - (d) on request, return to the Client (or any other entity as the Client may direct) all material in its or the Tutor's or Representative's possession or control and belonging to the Client and/or containing Confidential Information.

8. Termination

- 8.1 Each Assignment is a separate contract and that contract terminates at the end of the Assignment. Any Assignment may be terminated prior to any end time set out in the Assignment Details: by the Client by notice with immediate effect if:
- (a) the Tutor is in breach of any term of these General Terms and Conditions, which is, in the reasonable opinion of the Client, incapable of being remedied; or, where such breach is in the opinion of the Client capable of being remedied, the Tutor fails to remedy such breach to the Client's satisfaction and at no additional cost to the Client within 7 Business Day after an earlier notice requiring it to do so;
 - (b) the Tutor or any Representative has in relation to these General Terms and Conditions committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Tuition Services do not require the Tutor (or as the case may be, the Representative) to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;
 - (c) the Client receives or obtains information which gives the Client reasonable grounds to believe that the Tutor (or as the case may be, the Representative) is unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or

the Tutor (or as the case may be, the Representative) may be unsuitable, the Client has reasonable grounds to believe that the Supplier and/or the Tutor (or as the case may be, the Representative) is unsuitable after the Client has made such enquiries as are reasonably practicable as to such suitability;

- (d) the Tutor fails to provide to the Client any information requested by the Client on or prior to the start of the Assignment.

8.2 Termination or expiry of the Assignment shall be without prejudice to the rights of the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Tutor prior to, in connection with or as a result of such termination or expiry.

9. **Details and identity of Tutor**

9.1 The Tutor warrants:

- (a) the correctness of the information supplied to the Client in any Application Documents;
- (b) that the Tutor (or as the case may be, the Representative) has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Tutor (or as the case may be, the Representative) to possess in order to perform the Tuition Services; and the Supplier shall, at the request of the Client, provide confirmation of the identity of the Tutor (or as the case may be, the Representative) and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Tuition Services;
- (c) that the Tutor (or as the case may be, the Representative) has provided full and accurate information about any disciplinary proceedings or ongoing performance review;
- (d) that the Tutor (or as the case may be, the Representative) is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from performing their respective obligations under an Assignment.

9.2 The Client reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures to verify the identity of the Tutor. In the case of a Supplier, the Supplier warrants that it has informed the Tutor of the right reserved by the Client in accordance with this clause 8.2 and that the Tutor has consented to the Client, or any third party instructed by the Client, carrying out such identity checks.

10. **Data Protection**

10.1 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing personal data in connection with this Agreement.

10.2 The Tutor (or as the case may be, the Representative) shall do nothing to place the Client or in breach of Data Protection Laws.

10.3 The Tutor (or as the case may be, the Representative) shall comply with the data privacy obligations set out below:

- (a) The terms "data controller", "data processor", "data subject", "personal data", "process", "processing", "transfer" and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Laws. "Client Personal data" shall mean any personal data in relation to which Client is data controller.
- (b) The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing personal data in connection with this Agreement.
- (c) Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

- (d) The parties acknowledge and agree that the Tutor may process Client Personal Data in the course of providing the Tuition Services. As such and to the extent the Tutor receives from, or processes any Personal Data on behalf of the Client, the Tutor shall in relation to any such Personal Data so received or processed:
- (i) process such Personal Data (i) only in accordance with the relevant data controller's written instructions from time to time (including those set out in this Agreement), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Tutor shall notify the data controller of the relevant legal requirement before processing the personal data) and (ii) only for the duration of this Agreement;
 - (ii) not process such personal data for any purpose other than expressly authorised by the relevant data controller;
 - (iii) take reasonable steps to ensure the reliability of all its personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;
 - (iv) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (v) not transfer, access or process such personal data outside the UK or the European Economic Area without the prior written consent of the relevant data controller (and, if the relevant data controller so consents, take such steps as are required by the relevant data controller to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
 - (vi) inform the relevant data controller within 24 hours if any such personal data is (while within the Tutor's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (vii) only appoint a third party (including any subcontractors) to process such personal data with the prior written consent of the relevant data controller, and notwithstanding any such appointment the Tutor shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Tutor;
 - (viii) not disclose any personal data to any data subject or to a third party other than at the written request of the relevant data controller or as expressly provided for in this Agreement;
 - (ix) as the relevant data controller so directs, return or irretrievably delete all personal data on termination or expiry of this Agreement, and not make any further use of such personal data (except to the extent applicable law requires continued storage of the personal data by the Tutor, and the Tutor has notified the other party accordingly, in which case the provisions of this clause 9.3(d)(ix) shall continue to apply to such personal data);
 - (x) provide to the relevant data controller and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause 9.3 and/or the Data Protection Laws;
 - (xi) permit the relevant data controller's representatives to access any relevant premises, personnel or records of the Tutor on reasonable notice to audit and otherwise verify compliance with this clause 9;

- (xii) take such steps as are reasonably required to assist the relevant data controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (xiii) notify the relevant data controller within two Business Days if it receives a request from a data subject to exercise its rights under the Data Protection Laws in relation to that person's personal data; and
 - (xiv) provide the relevant data controller with its full co-operation and assistance in relation to any request made by a data subject to exercise its rights under the Data Protection Laws in relation to that person's personal data.
- (e) To the extent that the Tutor processes Personal Data on behalf of the Client, the Tutor shall, when requested to do so by the Client or the Company, enter into legally binding data processing obligations which reflect the obligations set out in this clause 9.
 - (f) If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
 - (g) Each party shall without undue delay (and in any event within 24 hours) after discovering any security breach notify the other of the same (including full details of the security breach and its consequences, to the extent known) and will co-operate with the other in respect of the security breach. Unless required by any Data Protection Laws not make any notifications to any applicable regulator or data subjects about the security breach without the data controller's prior written consent (not to be unreasonably withheld or delayed).
 - (h) The Tutor shall do nothing to place the Client in breach of Data Protection Laws.
 - (i) The Tutor acknowledges and agrees that where they process the Client Personal Data, the Client's data processing policies (if any) shall apply to such processing.

11. **General**

- 11.1 These General Terms and Conditions and relevant Assignment Details (and any confidentiality undertaking given by the Tutor to the Client) constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Client and the Tutor relating to the Tuition Services and all such agreements still effective at the start of an Assignment (if any) shall (without prejudice to the rights of the Client arising prior to the start of an Assignment in respect of prior breaches by the Tutor of which the Client is not aware) be deemed to have been terminated by mutual consent with effect from the start date but so that nothing in this clause 10.1 shall operate to exclude or limit the liability of any party in respect of fraud.
- 11.2 The Tutor acknowledges that, in agreeing to perform an Assignment, it has not relied on any representations by the Client, its agent or the Tutor made before the relevant Vacancy other than those expressly set out in the Assignment Details.
- 11.3 An agreement relating to an Assignment is personal to the Tutor and the Tutor shall not be entitled to assign or sub-contract its obligations or rights to any third party or to procure that the Tuition Services are performed by any person other than the Tutor.
- 11.4 No amendment to any Assignment is effective unless it is incorporated.
- 11.5 Any notice required to be given relating to an Assignment shall be to the Company (or as otherwise notified from time to time to the sender by the recipient for the purposes of the Assignment).
- 11.6 Any Assignment shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.
- 11.7 The restrictions contained in the Assignment are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were

deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

- 11.8 None of the provisions of the Assignment is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Agreement of the Client:

Signed by:

Name:

Agreement of the Tutor:

Signed by:

Name: