

Terms & Conditions

The following arrangements are understood and agreed by both parties.

Duties of Amplus learning.

- Amplus Learning shall endeavour to place suitable students with the tutor, during the term of this agreement, for the purpose of online tutoring.
- Amplus Learning will conduct an initial consultation (by phone or video call) with the student/parents to ascertain what may be the general tutoring requirements of the student.
- Once the student has decided to commence tutoring, Amplus Learning will ensure that payments are taken for the sessions arranged
- The tutors will be paid once tutoring has commenced, twice a month, on the second and fourth Wednesday of the month by Amplus Learning. The hourly rate of payment will be agreed between tutor and Amplus Learning prior to the tutoring being booked and parent/pupil charged.

Duties and Responsibilities of the tutor

- The tutor will provide Amplus Learning with information on his/her qualifications and experience.
- The tutor will provide Amplus Learning with 2/3 recommendations or references.
- The tutor will provide Amplus Learning with a full enhanced DBS check and positive proof of their identity. The DBS must be kept up to date.
- The tutor agrees that Amplus Learning shall provide prospective clients with information on the tutor such as acquired qualifications, work experience and any other information reasonably requested.
- The above information should be uploaded directly to the tutor profile on the Tutorcruncher software .
- The tutor shall provide tutoring and educational services which meet the standards of the company and expected by the student/family as follows
- The tutor will plan and implement the appropriate course of study for assigned student and keep records of the lesson.
- The tutor agrees to act and dress in a professional manner during sessions and shall be punctual.

- Reasonable efforts will be made by the tutor to accommodate the student/parent/guardian in scheduling sessions.
- The tutor will not act as a caregiver. Students under the age of 18 must have an adult present during sessions.
- If a parent/guardian/student is not satisfied with the tutor's services, then Amplius Learning has a right to reassign another tutor to the student with notice to the tutor.
- The tutor has a right to request to be removed from a student with notice of four weeks to ensure a suitable tutor can be contracted to the client.
- It is the sole responsibility of the tutor to ensure that the company has the most up to date contact information at all times.
- In consideration of Amplius Learning providing a tutor with students, tutors are not permitted to make private arrangements for tuition with clients introduced by Amplius Learning or with clients introduced by Amplius Learning clients. Should a tutor breach this obligation, they will be liable to account to Amplius Learning for all sums received from the client/new client without deduction and Amplius Learning shall be entitled to obtain an injunction against the tutor to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.
- The parties agree that the tutor shall act as an independent tutor in the performance of their duties under this agreement and not as an employee of the company. The tutor agrees that the company is under no obligation to provide any statutory benefits to the tutor.
- The tutor is solely responsible for the withholding and/or payment of any and all taxes arising out of the tutor's remuneration to HMRC and any UK Government authority.
- The tutor shall have the right to terminate this Agreement upon delivery of 30 days written notice. Failure to give notice by the tutor shall be deemed a fundamental breach of contract on the part of the tutor, and Amplius Learning may withhold any payments due to the tutor for such breach.
- Amplius Learning shall have the right to terminate this agreement effective immediately if the tutor does not comply with the terms of his or her agreement or conducts him or herself in a manner contrary to the policy guidelines of the company.
- The tutor agrees to indemnify and hold the company harmless from and against any and all losses, damages, liability, costs, and expenses, including, without limitation to legal fees, court costs and expert witness fees, suffered or incurred by the company as a result of a) any violation of this agreement b) any act or omission on the part of the tutor to the student or family.
- The tutor expressly understands and agrees that a confidential relationship is established between the tutor, Amplius Learning and the client under this agreement. The tutor acknowledges and agrees that the operating procedures, costs and margins, price, structure, names of suppliers, promotional techniques supplied of



communicated by Amplus Learning to the tutor shall constitute the company's valuable trade secrets. The tutor agrees not to disclose, use, or obtain any benefit from any such trade secrets except to the extent necessary in order to operate the business and to maintain the absolute confidentiality of all such information and the contents of this Agreement during the term and the renewal term and after termination of this agreement.

- The tutor shall not use Amplus Learning marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any other modified form.

No term, covenant or condition of this agreement shall be deemed to have been waived by either the company or the tutor unless such a waiver is in writing, and then such a waiver shall only apply only to the specific event or circumstance in the waiver.

In the event that any provision of this agreement shall be held invalid or unenforceable, then such provision shall be considered separate and severable from this agreement and the remaining provisions of this agreement shall remain in full force and shall be binding upon the parties hereto.

The terms and conditions of this agreement shall be governed by the laws of England and Wales

The tutor data held is held on Tutorcruncher software. Please check Tutorcruncher GDPR for information on privacy rules.

<https://tutorcruncher.com/terms/>