

## BYT Tuition Terms and Conditions

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### **Website Use**

Welcome to BYT Tuition Limited. If you continue to browse and use this website you are agreeing to comply with and be bound by the following Terms and Conditions of use, which together with our privacy policy govern BYT Tuition's relationship with you in relation to this website. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our website.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these Terms and Conditions, you warrant and represent that you are at least 18 years of age.

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The term 'BYT Tuition' or 'us' or 'we' refers to the owner of the website BYT Tuition. The term 'you' refers to the user or viewer of BYT Tuition Limited.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without BYT Tuition Limited's written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **Clients - Private Tuition**

BYT Tuition Limited (BYT) acts as agent on behalf of the tutor (Tutor) and will introduce the Tutor to the Client (Client).

### Fees and Payment

The billing process will be under the control of BYT who shall send an invoice to the Client at the beginning of each calendar month. Payments must be made to BYT within 10 days of the date of the invoice.

The fees will be calculated at a rate agreed in advance between BYT and the Client based upon the hours submitted by the Tutor through the TutorCruncher portal. The Parent shall ensure that each lesson is correctly logged by checking their invoices.

Payments must not be made directly to the Tutor at any time.

BYT reserves the right to request the Client's credit or debit card details. Any credit or debit card details that the Client supplies will be held securely and may be charged in the event of late or non-payment. As such, BYT reserves the right to take payment for invoices from any payment card we may hold from the Client. Any credit or debit card details that you supply will not be passed on to any third party.

### Expenses

All expenses (including books and travel) must be agreed with the Tutor in advance.

Non – solicitation

The Parent is not permitted to make private arrangements for tuition with a Tutor introduced by BYT. Should a Parent breach this obligation, they will be liable to account to BYT for all sums paid to the Tutor without deduction and BYT shall be entitled to obtain an injunction against a Parent to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

### Liability

BYT does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by a Tutor introduced by BYT.

Cancellation policy

Both the Client and the tutor must notify the other in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged. BYT tutors operates a 24-hour cancellation policy and reserves the right to charge the Client in full if a lesson is cancelled at short notice.

### General

BYT reserves the right to alter these Terms and Conditions.

Unless otherwise agreed in writing by a Director of BYT, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by the Client.

No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of BYT.

### Approval

Acceptance of our services will be taken to represent agreement to these Terms and Conditions

## **Clients - BYT Tuition Centres**

Bright Young Things Tuition Centres operate on a subscription based model.

### Fees

Fees must be paid one month in advance. The client is to give BYT permission to debit membership fees from the Client's credit or debit card monthly in advance. Direct Debits must be set up by the 20th of the month of sign up for pay out of the following month's fees.

The Client is to give BYT permission to debit membership fees from your card monthly in advance. Fees will be charged on the 24th of each month. However, should this date fall on a Saturday, Sunday or on a public holiday, fees will be charged on the next working day.

Prices are subject to change without notice.

### Scheduling

A "week" runs from Monday to Sunday. If you wish to reschedule a lesson, 24 hours' notice must be provided for the lesson. We are unable to refund a missed lesson but we can offer an alternative lesson where 24 hours' notice has been provided. No refund can be given for weeks where lessons were not attended.

### Cancellation and Membership Freeze

30 days' notice is required to cancel membership. We reserve the right to cancel and stop your child's course with immediate effect should a monthly payment remain outstanding for longer than fourteen days.

The Client can freeze membership for one month at a cost of £10. Please note that you cannot freeze membership more than once per 12 month subscription.

## **Tutors**

The following arrangements are understood and agreed by both parties:

Once a tutoring position has been confirmed, you are entering into a contract between you (the tutor) and the Client (the student, or the student's parent/guardian). BYT Tuition Limited (BYT) acts as agent on behalf of the tutor and the student. BYT is only responsible for finding students and an appropriate teacher for the specific subject, and is not responsible for the content of lessons and the teaching methods.

### Private Arrangements

In consideration of BYT providing you with students, you are not permitted to make private arrangements for tuition with Client introduced by BYT or with new Client introduced by BYT Client. Should you breach this obligation, you will be liable to account to BYT for all sums received by you from the Client/new Client without deduction and BYT shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination of this Agreement.

Any work referred to a tutor by a Client of BYT must be billed through BYT on your behalf. BYT is happy to negotiate on commission for new Client referred to you by our Client but BYT must process the billing.

### Profiles

BYT is now building our new website and requires that your profiles up to date. This includes a photo. You MUST select all the subjects (and levels) you would like to teach. If you have not yet selected the subjects, you will not hear about available jobs and you will not be able to register for them.

### Environment

You and the Client are responsible for finding and agreeing on a suitable environment in which tuition can take place.

### Payment

BYT will agree the fee structure with the Client and this must not be changed without the written authority of BYT.

As part of the service, BYT will endeavour to collect the fees due from Clients and pass them on to you, net of a commission. BYT invoices Client on behalf of tutors, based on time sheets submitted by the tutor onto the BYT website.

Please ensure that you fill in your online time sheets after each lesson. If you are late completing these time sheets or there is incorrect information on them, your payment may be delayed. Payments will only be made once the Client has paid the invoices.

You must keep your online time sheet up to date. BYT recommends that tutors keep a signed record of all lessons taught (or cancelled with less than 24hrs notice) and expenses agreed with Client (signed by Client after each lesson). We do not need to see this but if a Client disputes hours that are invoiced we will be unlikely to be able to pay tutors if this record has not been signed.

You will not be paid directly by the Client. BYT sends an invoice to the Client, on behalf of and as an agent for you (the tutor), at the beginning of each calendar month to cover the previous month's tuition. Our payment terms are 21 days. You will not be entitled to receive your fee until BYT has received payment from the Client. If BYT does not receive payment in reasonable time, Tutors may obtain written permission from a Director of BYT to invoice the Client directly.

You must not accept any payment direct from the Client without the written permission of a Director of BYT. Should you do so, all sums received by you will be immediately payable to BYT and shall be actionable through the Courts without further notice to you.

You undertake to BYT that you will duly pay the tax and national insurance contributions which are due from you whether in the United Kingdom or elsewhere in relation to the payments to be made to you by BYT under this Agreement. You further agree to indemnify BYT in respect of all and any income tax and national

insurance contributions which may be found due from BYT on any payments made to you under this agreement together with any interest, penalties or gross-up thereon.  
For the purposes of recordkeeping, you will account for the full fees due from the Client as income and the commission as expenditure.

#### Expenses

All expenses (books, travel, etc) must be agreed with Client before you add them to your account. If you buy books please keep receipts so you can return them to shop if Client does not want to buy them. Do not charge for travel in central London. Any expenses incurred by you without the agreement of the Client will not be reimbursed to you.

#### Cancellation policy

Both the Client and the tutor must notify the other in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness. An alternative date will be arranged. BYT recommends that you agree a 24-hour cancellation policy with the Client so that BYT can charge the Client if s/he cancels the lesson at short notice. You need to have agreed this and the chargeable cancelled hours with the Client before BYT will charge for them.

#### Damages

BYT does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by you and you agree to indemnify BYT without limit in respect of any such claims.

#### Confidentiality

You undertake that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, Client or suppliers of BYT, except that you may disclose BYT's confidential information as may be required by law, court order or any governmental or regulatory authority.  
You shall not use BYT's confidential information for any purpose other than to perform your obligations under this agreement.

#### Data Protection Act

BYT uses tutor data for the purposes of the services that it provides. Tutors providing personal data consent to the use of that data by BYT for the purpose of effecting introductions to Client, for billing and fee collecting purposes and to enable BYT to contact the tutor from time to time.

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BYT Tuition Ltd. is a company registered in England and Wales, number 09005879. BYT Tuition Ltd.'s registered office is 8a Lower Grosvenor Place, London SW1W 0EN. VAT Number: 987438555