

Terms and Conditions

Definitions and Interpretation

TutorElite: A business owned by David Bell Educational Ltd., trading as TutorElite

Client: The party requesting Tuition. This is assumed to be the individual who initially contacts TutorElite unless otherwise stated.

Lesson: A period of time during which the Tutor promises to engage in Tuition for the Client, for which the Client promises to pay the Tutor.

Lesson Fee: The amount charged for a Lesson made up of the Tuition Fee and the Travel Expenses (if applicable)

Travel Expenses: Amount charged for the Tutor's travel to and from a Lesson (face to face sessions only)

Tuition: Any service supplied by a Tutor which has been requested by the Client.

Tuition Fee: Amount charged for Tuition during a lesson.

Tutor: The party offering Tuition for which payment is expected in return.

If you, the Client, request Tuition with a Tutor introduced to you by TutorElite then you agree to abide by the Terms and Conditions stated below:

Lesson Cancellation

1. If the Client cancels an arranged Lesson less than 48 hours before the Lesson is due to begin, for a reason other than an accident or an emergency, then the Client shall be obliged to pay a cancellation fee amounting to half of that cancelled Lesson's fee unless a mutual alternative agreement has been made between the Client and the Tutor.
2. If the client cancels a class held at a physical location, such as Mock 11+ tests, more than 14 days before the sessions takes place a full refund will be given. Between 14 and 7 days, a 50% refund will be given. In less than 7 days, no refund will be given, but subject to availability an alternative session will be offered.
3. If the Tutor cancels an arranged Lesson less than 48 hours before the Lesson is due to begin, for a reason other than an accident or an emergency, then the Client is entitled to ask that a subsequent Lesson, up to the same duration, be offered by the Tutor at an alternative time suitable to both parties.

4. Lessons are expected to take place regularly and at least once per week. Please inform TutorElite in advance of holidays etc. so as to avoid a cancellation charge.

Payment

1. The Client shall pay the Lesson Fee either directly to TutorElite, or directly to the Tutor. The payment recipient will be the Tutor unless otherwise stated.
2. If the Client shall pay TutorElite, then TutorElite will invoice the Client. The amount of the invoice will be the sum of a number of Lesson Fees. The Client must pay the full amount of the invoice on or before the due date on the invoice.
3. If the Client shall pay the Tutor, then the Client will pay the Tutor the Lesson Fee for said Lesson during said Lesson unless a mutual alternative agreement has been made between the Client and the Tutor.
4. If the Client does not pay an amount due before the date when it was due then TutorElite reserves the right to charge a late payment fee of up to £10 for each letter that is sent to the Client with regard to the amount owed. Such letters will be sent no more often than once each calendar month. TutorElite also reserves the right to charge interest on any overdue amount at 8% above the base rate.
5. In the case of a lesson fee dispute, the hourly lesson fee, confirmed when the tutor's details were sent to the client, will be used.
6. TutorElite will, at their discretion, charge a reasonable travel expenses surcharge for mileage/fuel when delivering face to face tuition.
7. If a client chooses to pay for a bundle of lessons, any discount will remain solely at the discretion of TutorElite.
8. If a client, following the purchase of a bundle, decides to cancel the remaining sessions, for whatever reason:
 1. a: Up to, and including the third session, all remaining sessions will be refunded in full, minus any completed sessions, which will be charged at the per hour rate of £45.
 2. b: After the third session, any refund will be at the discretion of TutorElite.
 3. If, following the purchase of a bundle a client requires an additional lesson or lessons, these will be charged at the bundle price including the discount. For example, if a client books 10 lessons at the discounted rate of £40 per session, lesson 11 and beyond will be charged at that lower rate.

Miscellaneous

When a tutor is working on behalf of TutorElite:

1. TutorElite reserves the right to request that a Tutor stop arranging Lessons with the Client at any time.

2. The Client shall not engage the Tutor without the consent and knowledge of TutorElite
3. On request, the Client must disclose, to TutorElite details of each Lesson given by the Tutor.

These terms and conditions are governed by the laws of England and Wales and any dispute arising out of or in connection with them shall be subject to the jurisdiction of the courts of England and Wales.

Signed by David Bell Educational Ltd:

Date:

Signed by Client:

Date:

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