

CAPITAL TUITION GROUP – CLIENT BUSINESS TERMS –

These terms were updated on the 4th September 2024

1 ABOUT US AND OUR AGREEMENT

(1) (a) We (Capital Tuition Group Ltd), who own and operate www.capitaltuitiongroup.com (the Website) are a Company Registered in England and Wales, company number 13506520. Our Registered office Address is Flat 2, 1 Archway Mews, London, England, SW15 2PE. Our main email is hello@capitaltuitiongroup.com. We are registered for VAT and our VAT number is 397104580. We are delighted that you have selected the Capital Tuition Group (CTG) to support you and the student (person receiving the tuition) (You) studies. We view the Tutor- student relationship as an integrated partnership to assist ongoing academic development and help students reach their potential, essential for their future.

(b) You are a parent/legal guardian of a student. You are not running a business organisation (as a company of any kind or via self-employment and do not employ anyone). You agree to immediately let us know if this changes.

(c) These Business Terms supersede anything else and always apply unless we've agreed something else with you in writing. Together with the policies referred to in them and our Tuition Confirmation Email(s), they form our Agreement with you, as the student's parent or legal guardian unless the student is aged 18 or over. Please email us at hello@capitaltuitiongroup.com if you have any queries about our Agreement.

(c) **Contact:** You can email us at hello@capitaltuitiongroup.com. We'll contact you using the contact details on the Tuition Confirmation Email. If you need to update these, please email us.

(2) (a) Dependant on what we have agreed with you, we operate both as an Employment Business and as an Employment Agency. We run our business according to mandatory regulations and legislation (Regulations) which applies to how we operate, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

(b) We will confirm how we are operating with you in your Tuition Confirmation Email. You should also read our [Working Together Policy](#) which forms part of these, our Business Terms. This policy explains what information we collect and provide and how we, as a business, work to comply with our legal obligations. Please email hello@capitaltuitiongroup.com if you have any queries.

2 HOW WE WORK TOGETHER

(1) Using our unique experience and understanding of how to help a student reach their potential, we are dedicated to arranging independent Tutors and support service (as an Employment Business) or introducing you to independent Tutors (as an Employment Agency) to provide you/the student with the best tuition service possible. However, since tuition is also based on the student's own efforts we cannot guarantee nor are responsible for any results from any tuition. If you have any queries or concerns regarding our services, please email hello@capitaltuitiongroup.com

(2) **What we do** – our expertise enables us to ensure that Tutors meet our stringent quality and safeguarding checks. This means that we always provide you with access to a carefully selected independent Tutor based on qualification and experience in order to respond to your/the student's specific learning needs and to help maximise their potential.

(3) **Group Sessions** – usually working as an Employment Business.

(a) These sessions, which include Revision Courses, Learning Pods, Tuition Classes are held in a group, with other students. We organise the sessions and provide you with the relevant information. As applicable, please refer to the relevant details for your Group Session on our Website or in your Tuition Confirmation Email.

(b) We can also provide additional information, such as progress reports and help with any issues.

(c) If you want to reschedule a session you can contact the Tutor directly or we will also assist with Rescheduling – please see [section 5](#).

(4) **One-to-one** - usually working as an Employment Agency.

(a) We start by taking and matching your information with that of our tutors. Using our expertise we locate a Tutor who matches your requirements. We will then provide you with the details of one or more of our Tutors.

(b) Once you decide to work with a Tutor (Your Tutor) we'll send a Tuition Confirmation Email to confirm what's agreed.

(c) You then organise sessions directly with the Tutor and contact the Tutor directly if you wish to reschedule a session or to discuss the sessions.

(5) **Accessing Tutoring**

(a) One-to-one sessions - Most of our tutoring is online and your Tutor will provide you with an email containing the applicable link. The Tutor will organise in-person sessions with you/the student. This will usually be at student's home or a public library. Alternatively you may prefer to organise another venue which may incur an extra room hire charge.

(b) Group Sessions are either held at venues as confirmed in the Tuition Confirmation Email but are also held online.

(c) You are responsible for all and any costs relating to attendance at tutoring sessions.

(6) (a) We regularly seek feedback regarding our services from you and the student to ensure the continued success of the Tuition service.

(b) If you need to engage an additional or replacement Tutor please contact us at Capital Tuition Group Ltd using your Contact Manager whose details can be found on your Tuition Confirmation Email.

(7) Subject to Third Party rights (for example, Third Parties own the Platforms we use), we own the logo, techniques, information, documents, and all materials and content, including Digital Content, and any rights (such as copyright and other intellectual property rights in the fullest sense). You have a licence to use anything we supply for the duration of our Agreement with you. However, you can't share with any other person or organisation or allow them to access or use all or any part of them for any reason, nor can you copy, modify or publish in (such as on social media) any way.

(8) **Your Information, Data Protection and Confidentiality:** (a) For details about the information (data) that we collect from both tutors, you and the student, please see our [Working Together Policy](#). We rely on all the information and documents that you give us so please check that it is complete, accurate and valid.

(b) We use (process) your data in accordance with our [Privacy Notice](#). Please email us at hello@capitaltuitiongroup.com. However, please remember that anything which you share in a Group Session is not confidential but please see [section 4\(5\)](#) following.

(9) Where we are working with you as an Employment Agency, if we have introduced a tutor to you (this is when we provide you with any personal data or relevant information relating to a tutor, in any format, and by any form of communication) and you subsequently decide to enter a Direct Tutor Agreement (this is when you work with the tutor directly and you no longer include us in your relationship, and we do not receive our fees) then you agree to

(a) notify us of each and every Direct Tutor Agreement by matthew@capitaltuitiongroup.com within 3 days of you reaching a Direct Tutor Agreement with the tutor and

(b) pay us an Introduction Fee.

(2) The Introduction Fee will be equivalent to the amount of fees that we would have received for a period of 12 months tuition services.

(3) The Introduction Fee is payable by bank transfer or via our CSM system to the account whose details appeared on your last invoice to us the earlier of 7 days of

- (a) the date that we invoice you or
- (b) the date you reach a Direct Tutor Agreement with the tutor.

3 WHAT YOU CAN EXPECT FROM YOUR TUTOR

All of the carefully selected qualified independent Tutors we introduce and/or work with have agreed the following unless, when we work as an Employment Agency, they tell you otherwise:

- (1) All of our Tutors are independent (operating as independent businesses) and you understand and accept that they are not your employee so you will not treat them as such. Your Tutor will deliver their services as they think best to meet your requirements. Your Tutor will do all the preparation and design the structure of the lessons in such a way as to optimise learning throughout the session. Your Tutor will use their best efforts, resources and expertise when tutoring.
- (2) If you want the Tutor to cover a particular topic in
 - (a) a one-to-one session, please discuss this directly with the Tutor.
 - (b) a group session, please email hello@capitaltuitiongroup.com.
- (c) Please note that your Tutor is not obliged to execute school-based homework or assignments.
- (2) Your Tutor will keep all information regarding you/the student confidential and will only use this information to provide services to you and in accordance with current data protection legislation in England.
- (3) Your Tutor will agree and confirm the time, location, frequency and duration of the tuition sessions with you. Your Tutor has also agreed to our [Rescheduling Policy](#) and you should contact them directly if you need to reschedule a session. However, where we are working with you as an Employment Business we can also help you with providing additional information, such as progress reports and can assist with rescheduling.
- (4) Your Tutor will advise you on any additional resources that you may wish to invest in.
- (5) Your Tutor may provide you/the student with extra tasks/homework to maximise progress.
- (6) Your Tutor will adhere to a strict professional [Code of Ethics](#) as outlined by The Tutors' Association.
- (7) Please also refer to [section 5 about Rescheduling, Cancellations and Lateness](#).
- (8) From time to time you may be provided with a substituted tutor who will be able to provide the same tuition.

4 YOU AND THE STUDENT'S RESPONSIBILITIES

You and, as applicable, the student (You) agree the following:

- (1) You recognise your obligations to keep students safe and will comply with our [Safeguarding Policy](#) and will follow relevant guidance. For example, if you are the parent or guardian of a child under 18, you will oversee online tuition. Please refer to the NSPCC guidelines and our Working Together Policy.
- (2) You will assist the Tutor and identify problem areas in which the student needs specific support and guidance.
- (3) You understand that the assignments, exercises and homework set by a Tutor form an integral part of tutoring and agree to complete these tasks.
- (4) You agree that you will keep accurate records to confirm completed tuition sessions.
- (5) During Group Sessions other students may decide to share confidential information and we would ask you do not disclose that information to anyone else.
- (6) Please also refer to [section 5 about Rescheduling, Cancellations and Lateness](#).
- (7) If your circumstances change and/or the tuition you require changes from the Tuition Confirmation Email, you agree to contact us and let us know the changes required.
- (8) Any recording of a live lesson without explicit permission from Capital Tuition Group and all other stakeholders involved in the tuition is strictly forbidden and prohibited. Such an act may constitute a criminal

offence. Any unauthorised capture of live lessons in any format (on the part of staff or students) will therefore be subject to Capital Tuition Group's disciplinary processes, including being reported to the Information Commissioner's Office (ICO) and, where appropriate, escalation to the Police.

(9) If there are significant grounds that a tutor or student has a need to request a recording of a live lesson (for example due to significant learning needs or a specific requirement of a school) a written request in the first instance would need to be made to Capital Tuition Group via email hello@capitaltuitiongroup.com. Capital Tuition Group would reserve the right to reject this request if it was deemed to present any form of concern in relation to GDPR. If Capital Tuition Group decided it appropriate to consider this request, firstly notice of the request would be provided to all other stakeholders involved in the tuition. Secondly, the request would only be granted once written confirmation of the agreement to a lesson recording was obtained from all parties.

(10) Under no circumstances should lesson links be passed on to a third party by any means. This includes via email, private messaging, social media and or any other methods. Any unauthorised passing on of a lesson link to anyone other than the approved lesson participants will therefore be subject to Capital Tuition Group's disciplinary processes, including being reported to the Information Commissioner's Office (ICO) and, where appropriate, escalation to the Police. Should Capital Tuition Group attain sufficient evidence to suggest that a lesson link has been passed on by any student, Capital Tuition Group reserves the right to ban and cancel this student from the tuition. In this instance, Client of the student in question will not be eligible for a refund of any prepaid tuition.

(11) You are agreeing to these terms and understand that if you are responsible for any breaches you will fully indemnify us against all actions, claims, demands, assessments, liability, costs and expenses arising from that breach.

5 RESCHEDULING, CANCELLATIONS AND LATENESS:

(1) **Rescheduling Policy:** (a) From time to time a Tutor may need to cancel or rearrange a session and neither we, nor the Tutor are responsible for any consequences because of this.

(b) **One-to-one Sessions** (i) You can rearrange sessions by emailing your Tutor directly using the information in your Tuition Confirmation Email(s). Unfortunately, when we are operating as an Employment Agency, we cannot reschedule sessions for you. Unless your Tutor has agreed something different with you,

(ii) You must give the Tutor at least 24 hours' notice so you are not charged for that session. Prepaid sessions will be rescheduled.

(ii) If you give less than 24 hours' notice, then you must pay for the full rate for that session and, if prepaid, it will not be rescheduled unless, as applicable your tutor or we have specifically agreed otherwise, such as in extenuating circumstances.

(c) **Group Sessions** (i) Group Session can't usually be rescheduled. Clients who plan to miss a session must contact us at Capital Tuition Group Ltd via email at hello@capitaltuitiongroup.com in advance.

(ii) Sometimes we may have to reschedule a Group Sessions or change the tutor but we will always use our best endeavours to find suitable replacements for planned sessions.

(2) **Lateness:** (a) Students are expected to attend a tutoring session (whether it is an individual session or as part of a Group session) no later than 10 minutes after the agreed start time. For example, if the session is scheduled for 3 pm the student is expected to attend no later than 3.10 pm. If the student does not attend within 10 minutes of the agreed start time, the tutor reserves the right to

(i) terminate a one-to-one session or

(ii) continue a Group Session with the other students

and in either case, in so far as the student is concerned, regard it as a completed session and the full fee is payable and a prepaid session cannot be rescheduled.

(b) If a Tutor is late to a session then they will make the time up or reschedule it, as will be agreed between you.

(3) **Cancellations** – (a) Subject to any Group Sessions, such as Tuition Classes and Events/Courses which are for fixed or minimum terms, you can cancel tuition by giving us one month's written notice by emailing hello@capitaltuitiongroup.com. Verbal cancellations or cancellations made through other means will not be accepted. Once your notice has been received:

(i) The final payment will be calculated based on when we receive your written notice and how many lessons remain during that one-month notice period. The amount may differ from your regular monthly payment.

(ii) Within one week of receiving your cancellation request, we will send you an email confirming the date of your final lesson and the amount and date of your final payment.

(b) Tuition Classes are held once per week during Term Time only, and your final payment will cover any remaining classes within the notice period. Failure to provide the required one-month notice may result in continued charges until proper notice is received.

(b) However, when you are buying an Event/Course from our Website, you can cancel by giving us five day's written notice by emailing hello@capitaltuitiongroup.com before the lessons are due to start.

(4) **Consumer Cancellations:** The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for tuition. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and are buying at a distance) then you usually have 14 days from the date after you place their order to cancel your order. However, If you use any services (for example a tutor session) then you will have to pay for what you've received.

6 PAYMENTS

(1) (a) Unless otherwise agreed, you will be sent an invoice after each lesson, which will be inclusive of any applicable VAT, as agreed on the relevant Tuition Confirmation Email. All invoices will show the breakdown of CTG and Tutor fees.

(b) When you work with us as an Employment Agency, you are responsible for paying the Tutor's fees directly to them. This means that you will receive two invoices, one for the CTG fees and one for the Tutor Fees. We use a payment provider called Stripe Express. If you want to pay both invoices via our online platform Tutor Cruncher, Stripe Express will automatically pay the Tutor directly.

(2) **Paying:** Payment must be made within 5 days of the date of the invoice, in GBP, using our online platform, Tutor Cruncher, or any other methods detailed on the Tuition Confirmation Email or invoice. You confirm that when you have provided us with your payment card details then, unless you take alternative action, you will be billed on the same day as the date of the invoice, that card will automatically be charged with the total amount of your invoice.

(3) **Minimum term** - Sometimes sessions are scheduled for a minimum or fixed term (such as Teatime Tutors, revision courses or blocks of lessons) which is the minimum time we will provide services to you. This will be detailed on the Website or in your email proposal.

(4) **Offers:** Any offers which we may make available (such as Early bird, coupon codes, exclusive discounts, promotions or free to access resources) are not retrospective, not transferable, can't be exchanged for cash and are subject to availability and the terms and conditions of that offer. You can only use one offer per order.

(5) **Extras:** You will have to pay extra if you ask for any Additional Services (such as additional tuition, marking services, consultations or sitting an exam as an independent candidate). We will agree a price and payment terms with you before giving any additional support. If a tutor agrees to meet you in person, then any

additional terms will be agreed with you in advance (for example, venue or travelling costs) or you will be charged at the standard rates set, as applicable provided to you by the Tutor or us.

(6) **Payment Problems:** If there's a problem with payment, such paying late, we reserve the right to:-

(a) immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.

(b) charge interest at the rate of £10 per day from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. We may also recover reasonable costs including, but not limited to, legal costs and expenses incurred in obtaining payment.

(7) **Refunds:** From time to time we may agree that you are due a refund. When we are:

(a) **Working as an Employment Business – usually group sessions** We will organise and pay the refund to you. The refund will be made back to the account and using the method in which you paid. We aim to process refunds within 14 days.

(b) **Working as an Employment Agency – usually one-to-one sessions**

(i) **For our fees** - we will organise and pay the refund to you. The refund will be made back to the account and using the method in which you paid. We aim to process refunds within 14 days.

(ii) **For the Tutor's fees** – the Tutor will organise and pay the refund to you. The Tutor has agreed with us that refunds will be made back to the account and using the method in which you paid. The Tutor will process refunds within 14 days.

7 GENERALLY

(1) **Limitation of liability:** In so far as the law allows, we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or anyone else, however it was caused. If we are found liable in any way then your claim would be limited to damages which will not exceed the amount you paid for, as applicable, the invoice to which your complaint relates.

(2) Any rights in this agreement are for your sole benefit and can't be shared or transferred in any way.

(3) **Notices:** Notices must be sent to the email and/or postal addresses provided in the Tuition Confirmation Email unless we write to with a change, or you email us to hello@capitaltuitiongroup.com. Notices are deemed to be received when sent by :-

(a) Email - on the Working Day any Monday To Friday from 9am to 5pm GMT but excluding any public holiday in England) on which they were sent, provided the sender has a valid successful delivery receipt.

(b) Post - using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(4) **Waiver:** Nothing in our Agreement will stop us from enforcing any of our rights in the future.

(5) **Invalidity:** Each section (clause) or any part at all of our Agreement is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is found to be unenforceable or invalid, it will be treated as being cut out (severed) and will not affect the enforceability or validity of the rest of our Agreement.

(6) **Governing Law:** Our Agreement will be interpreted, construed and enforced in accordance with English law and will be subject to the exclusive power (jurisdiction) of the English Courts.