



Terms and Conditions

The Parties

Jordan-Lee Shelton T/A Quantum Arm Tutor (having its office at 94 Hunter Street, Burton-On-Trent, Staffordshire, DE14 2SS) being hereinafter referred to as the "Tutor" or "Party".

And

The Student (Representative) (being hereinafter referred to as the "Client" or "Party").

Together the "Parties" (or individually known as the "Party")

WHEREAS:

- A. The Tutor provides Tutoring Services and Products specialising in mathematics and physics.
- B. The Client wishes to use the Tutoring Services and Products provided by the Tutor.

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TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS & INTERPRETATION

1.1 Definitions:

"AGREEMENT" means this agreement for the supply and acquisition of the Tutoring Services and Products; in accordance with these conditions and any associated documents provided by the Tutor to the express exclusion of all others;

"BOOKING" means the Client's completion and submission of the online order form, or acceptance of a quotation and agreement to the Booking by the Tutor. This constitutes an Agreement in accordance with these terms and conditions.

"CONFIDENTIAL INFORMATION" means all information disclosed by either Party, whether business or personal; which would reasonably be considered to be private or proprietary, and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm. This includes but is not limited to the business affairs, educational plans, operations, processes, knowhow, Intellectual Property Rights, designs and branding, trade secrets of the disclosing Party, whether or not such information is expressly stated to be confidential or marked as such (whether verbal, written or in any other form);

"FEE" means the payment made by the Client at the time of Booking in respect of the Tutoring Services and/or Products;

"FORCE MAJEURE EVENT" means any event in accordance with clause 13;

"INTELLECTUAL PROPERTY RIGHTS" means without limitation any trade names, internet domain names, design rights including logos and branding and any Product provided by the Tutor.

"NOTICE PERIOD" means the defined amount of time before a Service is due to commence as defined in clause 5.3.

"PRODUCT" means all supporting materials supplied by the Tutor for educational purposes.

"TUTORING SERVICE" means the provision of Tutoring Services in real time and suitably tailored to meet the individual needs of the Client.

"THIRD PARTY" means a person who is not party to the Agreement;

1.2 Interpretation:

- 1.2.1 any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time and any general reference to a statute includes any regulations or orders made under that statute;
- 1.2.2 words in the singular include the plural and in the plural include the singular;
- 1.2.3 the headings in these Terms are for convenience only and shall not affect their interpretation

2 BASIS OF PURCHASE

- 2.1 The Client shall purchase and the Tutor shall sell the Tutoring Services and/or Products as stipulated in accordance with this Agreement.
- 2.2 These Terms shall apply to the Agreement to the express exclusion of any other Terms imposed by the Client.
- 2.3 Any improvement in examination grades by the Client is not guaranteed, and subject to the Clients own engagement and commitment to their educational needs.
- 2.4 Bookings for Tutoring Services shall be given by the Client to the Tutor by completion and submission of an online booking form at the Tutors website, www.quantumarmtutor.com or by written acceptance of the Tutors quotation. The Agreement shall come into force upon the Tutor accepting the booking and providing the Client with a booking confirmation receipt.
- 2.5 Each Booking shall constitute a separate Agreement.

3 PRICE OF THE TUTORING SERVICES

- 3.1 The Price of the Tutoring Services shall be as stated in the Tutors booking form or official quotation and shall, remain fixed for the duration of the Tutoring Services contained within the booking confirmation.
- 3.2 No Booking shall be deemed as accepted unless payment has been made, without any set-off, counter claim or deductions, unless required by law and funds cleared.
- 3.3 The Tutor may at any time, without limiting its other rights and remedies, set off any amount owing to it by the Client
- 3.4 The Client may not set off any amount owing to it by the Tutor.

4 TERMS OF PAYMENT

- 4.1 The Client's payment is due in full at the point of Booking. In the event the funds fail to clear, the Tutor reserves the right to cancel the booking with immediate effect, terminating the agreement.
- 4.2 All payments must be in British Pound Sterling (GBP). Payment in other currencies will not be accepted.

5 PERFORMANCE OF THE TUTORING SERVICES

- 5.1 The Tutoring Services shall be performed at the time and on the date stated in Booking confirmation.
- 5.2 The Tutoring Services shall be performed at the location stipulated on the Booking Confirmation or delivered via a cloud-based web conferencing platform agreed by both parties at the point of Booking.
- 5.3 Where a Client is unable to attend a Tutoring Service, 24 hours' Notice Period is required prior to the start time of the Tutoring Service.
- 5.4 In the event the Notice Period is not provided, the Tutor may offer to reschedule the Tutoring Service at its own discretion however, the Tutor reserves the right to treat the Tutoring Services as cancelled under clause 9.2.
- 5.5 The Tutor reserves the right to use their own modus operandi, and tutoring Products. The Client may request the use of their own learning materials however; any such request must be made at the point of the Booking request and agreed by the Tutor at the point of the Booking confirmation.

6 DELIVERY

- 6.1 The Tutor shall supply the Client in good time with any instructions or other information required to enable the Client to accept the performance of the Tutoring Services.
- 6.2 The Tutors safety when attending the Clients premises are vital to this Agreement. For the avoidance of doubt, any safety breach at the Clients address will result in the Tutor immediately terminating the Agreement.
- 6.3 The Client is responsible for all insurances and safety procedures deemed mandatory under the Laws of England and Wales at their own premises.

7 CLIENT TO INFORM ITSELF

7.1 The Client shall be deemed to have taken all necessary measurements, examined the Tutoring Services and Products, the Agreement information, and carried out all other checks necessary to have satisfied itself with regard to the Agreement and the requirements contained therein. No claim will be accepted by the Tutor for refunds or compensation which may be made by the Client in respect of contingencies arising out of its failure to acquaint itself thoroughly with details of the Tutoring Services or Products.

8 WARRANTIES AND LIABILITY

- 8.1 The Provider warrants to the Client that the Tutoring Services:
- 8.1.1 will be performed by an appropriately qualified person;
 - 8.1.2 with due care and diligence; and
 - 8.1.3 to a high standard as it is reasonable for the Client to expect in such circumstances.
- 8.2 Nothing in this Agreement excludes liability of either Party for:
- 8.2.1 personal injury or death caused by its own negligence; or
 - 8.2.2 fraud or fraudulent misrepresentation; or
 - 8.2.3 any other matter which cannot be excluded by law;
- 8.3 Except in respect of the Clients payment obligations, neither Party shall be liable whether in Tort (including for negligence or breach of statutory duty), contract, direct or indirect or consequential loss, damages, costs or expenses (including legal costs).
- 8.4 The Tutors total aggregate liability for any claim is expressly limited to the Fee paid at the point of Booking.

9 DURATION AND CANCELLATION

- 9.1 The Client may book Tutoring Services for the duration of the single session, or as part of a predefined plan. All Tutoring Services must be consumed within the period of time defined within the plan ordered. This time frame can only be extended if agreed in writing by the Tutor.
- 9.2 Where a Tutoring Service is cancelled by the Client, or unattended by the Client without prior agreement, or a plan is not consumed within the period of time defined in a plan, the Client is not entitled to any refund.

10 COMPLAINTS

- 10.1 The Tutor makes every endeavor to deliver Tutoring Services and Products to the highest of standards and takes complaints very seriously. The Tutor actively encourages feedback from Clients, both positive and negative in order to improve the Tutoring Services and Products offered. Every effort is made to investigate and resolve disputes in a timely fashion. In the event of any dispute or difference arising between the Parties in connection with this Agreement, the Parties shall engage in good faith to resolve the dispute without recourse to legal proceedings.
- 10.2 If a Party is not happy with the outcome of good faith discussions, both Parties agree to enter into mediation to settle the dispute in accordance with Centre for Dispute Resolution (CEDR) procedure with the assistance of a mediator or neutral advisor ("Mediator") appointed by the CEDR.
- 10.3 All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 10.4 If the Parties accept the Mediator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in Writing and, once it is signed by their duly authorised representatives, shall be binding on the Parties. Unless otherwise agreed between the Parties, such agreement shall be implemented in full within 30 calendar days of signature.
- 10.5 If the Parties fail to reach agreement in the structured negotiations within 60 calendar days of the Mediator being appointed then any dispute or difference between them may be referred to the Courts unless within a further period of 30 calendar days the Parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them.

11 CONFIDENTIALITY

- 11.1 The Parties shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives in accordance with this Agreement.
- 11.2 The Client shall not disclose to any Third Party or reproduce any Product except to the extent that it is or becomes public knowledge through no fault of the Client, or as required for the purpose of the Agreement.

12 DATA PROTECTION AND COMPLIANCE

- 12.1 Both Parties shall, at all times, comply with their respective obligations under the General Data Protection Regulation (EU) 2016/679 and all applicable laws, rules, regulations, and all applicable data protection legislation in relation to all personal data that is processed by that party in the course of performing its obligations under this Agreement.
- 12.2 The Client acknowledges and agrees that the Tutor may process personal data, provided by the Client for the purposes of administration, security management, IT support and any other purpose in relation with or necessary for the performance of its

duties under the Agreement, and that the Tutor may transfer the Personal Data to any third parties in and outside of the European Economic Area in relation with the Agreement.

12.3 The Tutor shall ensure that:

- (a) The personal data provided to the Tutor is collected in accordance with applicable data protection legislation; and
- (b) The Clients personal data which have been provided to the Tutor in relation with this Agreement have received fair processing and, if applicable, have received all required consents to the processing of their personal data by the Tutor. These persons have a right to access and rectify their personal data.

13 FORCE MAJEURE

13.1 The Tutor reserves the right to terminate this Agreement or to suspend the Tutoring Services with no liability to either Party if the Tutor is prevented or delayed in providing Tutoring Services and/or Products, or carrying out any aspects of its business due to a Force Majeure event including but not limited to acts of God, war and political unrest, civil disputes, epidemics and pandemics, weather conditions or power and or services outages.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 Except as expressly agreed, no Intellectual Property Rights of either Party are transferred or licensed as a result of this Agreement.
- 14.2 Subject to the foregoing, each Party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with this agreement provided always that such skills, techniques or know-how do not infringe the other Party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other Party's Confidential Information.
- 14.3 The provisions of this section shall survive termination of the Agreement for whatever reason.

15 GENERAL

- 15.1 The Agreement is personal to the Tutor and the Client shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement.
- 15.2 Where reference is made to notification, notify and notice by email: notice is deemed to have been given at the point that the electronic mail is sent, which is provable by means of a copy of the email which shows the detail of the recipients and date and time that the email was sent. All times are to be in Greenwich Meantime (GMT+0).
- 15.3 A waiver of any right under this Agreement is only effective if it is in Writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.
- 15.4 A Party that waives a right or who takes or fails to take any action against that Party does not affect its rights against any other Party.
- 15.5 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.
- 15.6 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- 15.7 Rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 15.8 If any provision of this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 15.9 This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersedes and takes precedence over all previous contractual or financial arrangements, understanding or previous agreement between them relating to the subject matter covered by the Agreement and no compensation shall be paid to the Client for the termination of any such agreement.
- 15.10 Save as expressly provided by this Agreement the Contracts (Rights of Third Parties) Act is hereby excluded. Any person who is not Party to the Agreement shall have no right under or in connection with this Agreement.
- 15.11 Except as provided otherwise, no Party may assign any of its rights under this Agreement or any document referred to in it.
- 15.12 This Agreement is non-exclusive and does not constitute a sole supply arrangement between the Parties
- 15.13 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.14 This Agreement and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.