

## TUTOR TERMS AND CONDITIONS

These Terms and Conditions set out the terms under which:

1. Our services are provided to you through this website, <https://www.powertutors.co.uk/> ("our Site") in your capacity as a self-employed independent tutor; and
2. Your tutoring services are provided to our clients as a self-employed independent contractor.

Please therefore read these Terms and Conditions carefully and ensure that you understand them before submitting your tutor application and personal details to us on the form provided on our Site.

You are required to read and accept by clicking the "I accept the Terms and Conditions" button when submitting your application to us. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to proceed to submit your application and to use our Services.

### 1 Definitions and interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Agreement</b>	the agreement between us that is formed and comes into force between us on the date when you submit your application to us to provide our Services and that is governed by these Terms and Conditions;
Assignment	services carried out by you as an independent self-employed contractor for a Client, as described in Clause 3.1 and in the related Booking Form for the particular assignment;
Assignment Information	the meaning set out in Clause 3.4;
AWR 2010	the Agency Worker Regulations 2010;
Booking Email	written confirmation of the details of a particular Assignment to be given to you confirming the details of an Assignment through the Tutorcruncher confirmation email;

Business Day	a day, other than a Saturday or a Sunday, Christmas Day or Good Friday, or a day which is a bank holiday in the UK;
Calendar Week	the meaning in regulation 7 of the AWR 2010;
Client	any person, firm, partnership, or company to whom you are Introduced by us;
Conduct Regulations 2003	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
Confidential Information	the meaning given to it in Clause 11.1;
Deemed Employment Engagement	an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;
Engage	the engagement of you by a Client as a direct result of any Introduction or Assignment to a Client and the terms Engaged and Engagement will be construed accordingly;
Intellectual Property	copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Introduce	the provision of information to a Client by us in any format, which identifies you, and Introduced, Introducing and Introduction will be construed accordingly;
Introduction Fee	a fee payable by the Client to us as set out in Clause 4;
Key Information Document	a document that we will send to you when you have submitted your details to us via our Site that sets out a summary of the basis of your relationship with us;

Our Services	matching and then Introducing you to a Client who has requested tutoring services and all related and incidental services and activities provided by us to you;
Rate of Pay	the rate of pay that will be paid to you on your acceptance of an Assignment;
Vulnerable Person	the meaning set out in Part IV of the Conduct Regulations 2003;
WTR 1998	the Working Time Regulations 1998 (SI 1998 No 1833)

## **1.2 In this Agreement:**

- 1.2.1 words and expressions defined in the Companies Act 2006, unless the context otherwise requires, have the same meanings when used in this Agreement;
- 1.2.2 any reference to this Agreement or to any other document include any permitted variation or amendment to this Agreement or such other document;
- 1.2.3 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;
- 1.2.4 any reference to a Clause or Booking Email is, except where expressly stated to the contrary, reference to the relevant Clause of or Booking Confirmation to this Agreement;
- 1.2.5 Clauses and Booking Form headings and the use of bold type are included for ease of reference only and will not affect the construction or interpretation of any provision of this Agreement;
- 1.2.6 any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before or after the date of this Agreement) for the time being in force including all instruments, orders or regulations then in force and made under or deriving validity from it;
- 1.2.7 any phrase introduced by the terms 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;

1.2.8 the Booking confirmation is incorporated into this Agreement.

1.2.9 A reference to writing or written includes fax and email;

## **2 Your Agreement with Us**

2.1 These Terms and Conditions apply between us when you submit your application to us via our Site to provide you with our Services and they set out the entire agreement between us.

2.2 On receipt of your tutor application submitted via our Site we will undertake certain checks on you and if we consider you to be a suitable candidate we will arrange to interview you either online, by telephone or in person.

2.3 Subject to us being satisfied in our sole discretion that you are a suitable candidate for providing tutoring services, we will issue you with a confirmation letter via email and request that you register your details on our computer system.

2.4 If we are not satisfied that we can provide our Services to you, we will advise you by email.

2.5 Each offer of an Assignment that we make to you and that you accept will constitute a separate engagement by us with a Client for the supply of your tutoring services to the Client as a self-employed independent contractor.

2.6 For the avoidance of doubt:

2.6.1 you must read the Key Information Documents that are included in the Documents folder on Tutorcruncher. This contains essential information regarding Safeguarding, behaviour and conduct and should be reviewed annually;

2.6.2 this Agreement constitutes a contract for services between us and you as self-employed individual and does not constitute a contract of employment between us and you or a contract of service between us and you or a contract of service between you and any Client;

2.6.3 you will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from us and nothing in the terms of this Agreement will render you an agent, officer, employee, worker or partner of us and you will not hold yourself out as such.

2.6.4 all Assignments that you agree to undertake will be performed by you as a self-employed individual pursuant to our contract for services with a Client; and

2.6.5 there will be no contract between us and you after the end of each Assignment and before the start of any subsequent Assignment.

### **3 Assignments**

3.1 Subject to your acceptance by us pursuant to sub-Clause 2.3 and to your details being registered on our computer system, you will start to be considered for Assignments as a self-employed individual.

3.2 You enter into this Agreement with us on the strict understanding that we are not obliged to offer you any Assignment and you are not obliged to accept any Assignment offered by us.

3.3 You acknowledge that the nature of tutoring work means that there are likely to be periods when no Assignments are available. Your suitability for any Assignment will be determined solely by us and we will not be liable to you in the event that we fail to offer you any Assignment.

3.4 Except as provided in Clauses 3.5 to 3.7, we will, at the same time as an Assignment is offered to you, provide you with the following information (the 'Assignment Information'):

3.4.1 the identity of the Client and, if applicable, the nature of its business;

3.4.2 the date the Assignment is to start and its duration, or likely duration;

3.4.3 the scope of services that the Client is seeking including:

(a) the type of services you will be required perform and to whom;

(b) the age and other relevant details of the Client or other persons to whom you are required to provide your services;

(c) the location at which you would be required to provide your services;

(d) the hours during which you would be required to provide your services; and

(e) any risks to health and safety known to the Client and what steps the Client has taken to prevent or control such risks.

3.4.4 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for you to possess in order to work in the Assignment;

3.4.5 any expenses payable by, or to, you; and

3.4.6 the Rate of Pay for the Assignment.

3.5 We may offer you any Assignment orally over the telephone and/or via email. Where we do so, and the Assignment Information is not given to you in paper or electronic form at the time the Assignment is offered, we will confirm the Assignment Information to you in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to you.

3.6 Unless you request otherwise, the requirements of Clause 3.5 will not apply where you are being Introduced to the Client to work in the same position as one in which you have previously worked for the same Client within the previous five days and in relation to which the Assignment Information (with the exception of the date the Assignment is to start and its duration, or likely duration) is the same as that already given to you.

3.7 Subject to Clauses 3.6 and 3.8, where the Assignment is intended to last for five consecutive days or less and the Assignment Information has previously been given to you and remains unchanged, we will provide you with written confirmation of the identity of the Client and the likely duration of the Assignment.

3.8 Where we have complied with the requirements of Clause 3.7 but the duration of the Assignment extends beyond five consecutive days, we will provide the remaining Assignment Information to you in paper or electronic form within eight days of the start of the Assignment or, if it is sooner, by the end of the Assignment.

## 4 Our Charges to Clients

4.1 We will charge each Client for whom you undertake an Assignment for your services and be responsible for collecting payment from each Client, including any additional expenses for which they may be liable to us.

4.2 The fees we charge a Client will include for the services that you provide in an Assignment.

4.3 You acknowledge and agree that we will alone be responsible to invoice each Client for the services that you perform on an Assignment.

4.4 Under no circumstances will you be entitled to invoice a Client directly or indirectly for any of the services that you perform for a Client. If you do invoice a Client directly or indirectly or attempt to do so, you will be in breach of this Agreement and, without prejudice to any other rights and remedies we may have, you will be liable to

account to us for all and any sums that you receive directly or indirectly from a Client as a result of your invoicing.

## 5 Your Obligations

5.1 We cannot offer you any Assignment until you have provided us with:

5.1.1 confirmation of your identity in a form that is approved and verified by us;

5.1.2 such other information as we may reasonably require to enable us to confirm that you have the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, to work in the position which the Client seeks to fill;

5.1.3 all information, documentation and materials as we may reasonably require from time to time in order for us to determine from time to time whether there is or could be a Deemed Employment Engagement in connection with an Assignment;

5.1.4 promptly advise us of any material change to any information, documentation or materials previously provided to us under sub-Clause 5.1.3, and promptly give us any other information, documentation and/or materials which we consider (or ought reasonably to consider) relevant to determining whether there is or could be Deemed Employment Engagement in connection with an Assignment;

5.2 You are not obliged to accept any Assignment we offer to you. If you do accept an Assignment, you must:

5.2.1 comply with the terms of any agreement you enter into with a Client to provide your services and co-operate with the Client's reasonable instructions;

5.2.2 observe all relevant rules and regulations of the Client, including those relating to normal hours of work and equal opportunities and/or non-harassment, of which you are informed or of which you should be reasonably aware;

5.2.3 co-operate with us in the completion and renewal of all mandatory checks, including those in relation to your rights to work in the United Kingdom;

5.2.4 where the Assignment involves working with any Vulnerable Person, provide us with copies of any relevant qualifications or authorisations, including an up-to-date certificate from the Disclosure and Barring Service and two references provided by persons who are not related to you;

5.2.5 where the Assignment involves work for which any qualification or authorisation is required by law, or any professional body, provide us with copies of each such relevant qualification or authorisation;

5.2.6 take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or affected by your acts and omissions on the Assignment and comply with the health and safety policies of the Client;

5.2.7 not engage in any conduct detrimental to the interests of us or the Client and not do anything that would tend to damage our reputation whether in the field of providing tutoring related services or otherwise;

5.2.8 do not contact the client directly unless you have been specifically requested to do so. Any concerns should be directed to Powertutors in the first instance;

5.2.9 perform your services to a Client with all due care, skill and diligence;

5.2.10 at all times to act respectfully and politely towards the Client and to act responsibly and honestly in carrying out your services;

5.2.11 provide your services to each Client in accordance with the terms of our agreement with each Client, notice of which we will provide to you, and not to do anything that would result in us being in breach of our agreement with a Client;

5.2.12 inform us without delay if you become aware that a Client is not fulfilling any of its terms of the agreement with us for the provision of your services;

5.2.13 comply with all relevant legislation and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business;

5.2.14 not solicit or attempt to solicit a Client at any time whether directly or indirectly to hire or employ you, or to offer to do so, for any work, whether on a temporary or permanent basis, other for than an Assignment for which you have been Engaged by a Client;

5.2.15 advise us immediately if a Client offers or attempts by any means to hire or employ you for any work, whether on a temporary or permanent basis, other for than an Assignment for which you have been Engaged by a Client.

And you accept and agree that the restrictions set out in sub-Clauses 5.2.13 and 5.2.14 are reasonable and necessary for the protection of our legitimate business interests.

5.3 You undertake that, if you accept any Assignment offered by us, you will, as soon as possible before each such Assignment starts, during each Assignment (as appropriate) and at any time at our request:

5.3.1 inform us of any weeks or Business Days before the start of, or during, the relevant Assignment in which you have worked, via any third party, in the same, or a similar, role with the Client;

5.3.2 provide us with full details of such work, including details of when, where and the period(s) during which such work was undertaken, the role performed and any other details as we may reasonably require;

5.3.3 inform us if, before the start of the relevant Assignment, you have:

(a) completed two or more Assignments with the Client;

(b) completed at least one Assignment with the Client and one or more Assignments with any hirer connected to the Client (a hirer will be 'connected to' the Client if either the Client or the hirer (directly or indirectly) has control of the other or a third person (directly or indirectly) has control of both the Client and the hirer); and/or

(c) worked in more than two roles during an Assignment with the Client and on at least two occasions have worked in a role that was not the same role as the previous role.

5.4 If you are unable for any reason to attend work during the course of an Assignment, you, or someone on your behalf, must inform us by telephone not less than 48 hours before your normal start time. If it is not possible for you, or someone on your behalf, to inform us by that time, then you must inform the Client and then us as soon as it is possible for you to do so.

5.5 If, either before or during any Assignment, you become aware of any reason why you may not be suitable for an Assignment, you must notify us without delay.

5.6 ensure that you have the appropriate levels of public liability insurance, copies of your insurance certificate will be requested on an annual basis.

## **6 Your Remuneration**

6.1 Unless otherwise agreed with us, your Rate of Pay shall remain fixed for the term of the assignment.

6.2 We will pay you the Rate of Pay and on the terms set out in the Booking Form for each Assignment and you will be paid for each hour worked during an Assignment (to the nearest quarter hour), monthly in arrears, subject to any deductions that we are required to make by law and any deductions that you have specifically agreed can be made.

6.3 You are not entitled to receive payment from us for time spent not working on an Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

6.4 We will not charge you a commission or fee for making an introduction to a Client whether or not this leads to an Assignment.

6.5 We will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and National Insurance Contributions (NICs) or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of your services and/or any payment or benefit received by you in respect of an Assignment.

6.6 Where the Engagement is a Deemed Employment Engagement, the Company will be permitted to make any such deductions for tax or NICs from the payments we make to you under this Agreement as required by law in accordance with the determination made by us as set out in Sub-Clause 5.1.

6.7 If any claim, assessment or demand is made against us for payment of any income tax or NICs or other similar contributions arising from or due in connection with either the performance of your services or any payment or benefit received by you in respect of your services, you will, where such recovery is not prohibited by law, indemnify us against any liability, claim, assessment or demand. You will further indemnify us against all costs and expenses and any penalty, fine or interest incurred or payable or paid by us in connection with or in consequence of any such liability, assessment or claim.

6.8 We may, at our sole discretion, satisfy the indemnity in Clause 6.7 (in whole or in part) by way of deduction from any payments to be made by us to you.

6.9 Your status will be that of an independent contractor and as such you will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from us and nothing in the terms of this Agreement will render you an agent, officer, employee, worker or partner of us and you will not hold yourself out as such.

6.10 If either a Student arrives (whether online or in person) for any Tuition Session later than their scheduled start time, or when the Tutor arrives on time for a Tuition Session a Student is not ready to start the Tuition Session, its length will not be extended beyond its scheduled finishing time unless the Tutor and the Student specifically agree to do so at the time when the Tutor or the Student arrives.

6.11 A firm booking for a Tuition Session shall be treated as cancelled but chargeable if:

- 6.11.1 a Student arrives or is not in the Tutor's opinion ready to start more than 30 minutes after the scheduled start time of the Tuition Session; or
- 6.11.2 the Client or the Student/Guardian advises the Agency or the Tutor at any time that a Student will be arriving more than 30 minutes after the scheduled start time, or
- 6.11.3 a Student does not attend at all; or
- 6.11.4 if a Student's conduct is in the Tutor's reasonable opinion unacceptable and the Tuition Session must be cancelled; or
- 6.11.5 if in the Tutors reasonable opinion there is a safeguarding issue that means that Tuition Session cannot continue;

6.12 If the Client or the Student/Guardian cancels a firm booking for a Tuition Session (whether or not it is part of a series of Tuition Sessions) without providing 48 hours notice to the Agency this is deemed a cancelled but chargeable session. Details of who and when the session was cancelled must be entered on the session.

6.13 If 2 consecutive sessions are cancelled but chargeable the tutor must inform the Agent, as this is a safeguarding concern. Any series of cancelled but chargeable sessions that have not been notified to the Agent will not be payable.

6.14 Any invoice discrepancies are to be raised within 3 months of the invoice date. Any queries raised after three months will not be actioned.

## 7 Time sheets

7.1 You must deliver to us via our Site as instructed a completed timesheet indicating the number of hours worked during each day. This should include a report of the areas covered during the session.

7.2 Subject to Clause 7.3, we will invoice the Client for the hours you have worked on an Assignment.

7.3 For the avoidance of doubt and for the purposes of the WTR 1998, your working time will consist only of those periods during which you are carrying out duties or activities for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and rest breaks will not count as part of your working time for these purposes.

## 8 Work Down Time

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8.1 In order to avoid us investigating or offering you Assignments at times when you are not working, whether for your holidays or otherwise, you must advise us in advance when you will not be working or not be available for taking an Assignment. You must give us not less than four weeks' written notice of your proposed down-time dates.

8.2 If you fail to advise us of any down-time during which you are unavailable for an Assignment we may at our discretion stop providing you with our Services either permanently or for a certain period of time and if we do so you will be advised of our decision in writing.

## **9 Sickness**

9.1 If you are unable to work due to sickness or injury, you or someone on your behalf must notify us and/or the Client in accordance with the requirements set out in Clause 5.4.

9.2 You will only be paid for services that you have performed on an Assignment up to the date you ceased to perform those services as a result of sickness or injury provided that you have properly notified us in accordance with Clause 5.4 and have fully complied with Clause 7.

9.3 In your absence due to sickness or injury, the Client may request us to supply a replacement for you and you acknowledge and accept that we shall endeavour to do so and that as a result of any replacement being accepted by the Client you may not be required to continue with an Assignment for that Client after you have recovered from your sickness or injury.

9.4 When you consider yourself to be fit and able to undertake Assignments after a period of sickness or injury, you must advise us in writing. We may request that you provide us with evidence of your fitness and ability to undertake Assignments before we re-commence providing our Services to you. Your failure to provide any evidence that we may reasonably request from you in a timely manner or at all may cause us to suspend or terminate providing our Services to you and we will notify you in writing if such action is going to be taken.

## **10 Termination**

- 10.1 We may end this Agreement at any time, without prior notice or liability to you.
- 10.2 You acknowledge that the continuation of any Assignment is subject to and dependent on the continuation of the relevant agreement between us and the Client and that, if that agreement is ended for any reason, the Assignment will also cease with immediate effect, without any further liability from us to you, except for payment for work done to the date the Assignment ends.
- 10.3 If you fail to inform us and/or the Client of your inability to attend work as required by Clause 5.4 and there are no exceptional circumstances, you will be treated as having ended the Assignment.
- 10.4 If you are absent during an Assignment and the Assignment has not otherwise been ended, we will be entitled to end the Assignment without prior notice or liability if the work to which you were assigned is no longer available.
- 10.5 If we terminate this Agreement as a result of your breach of any of its terms we may recover from you any loss, damage or expense that we have suffered or incurred that has resulted from your breach.
- 10.6 If you wish to terminate this Agreement you must give us not less than 7 days' written notice, during term time.
- 10.7 On termination, subject to your compliance with the terms of this Agreement, you will be entitled to be paid only for the hours you have worked on an Assignment up to the date of termination.

## 11 Confidentiality

- 11.1 In this Agreement, 'Confidential Information' means:
  - 11.1.1 all of the Assignment Information;
  - 11.1.2 information relating to our business, management systems, finances, transactions and affairs or of any Client including their name, address and any other personal details and information concerning any Assignment on which you provide your services to the Client, including the terms on which you are providing your services to the Client; and
  - 11.1.3 any information which is identified to by us or a Client as being confidential or secret in nature or which ought reasonably to be regarded as confidential.

11.2 Except in the proper performance of your work on an Assignment (or as required by law), you will not, either during an Assignment or at any time after it ends, without the prior written approval of us or the relevant Client, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than us or the Client as the case may be), or directly or indirectly disclose Confidential Information to any person (other than any person employed by us or the Client whose province it is to have access to that Confidential Information).

11.3 You must not make (otherwise than for the benefit of us or the Client as appropriate) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of our business or the Client or concerning any of the dealings or affairs of us or the Client.

11.4 The restrictions in Clauses 11.2 and 11.3 do not apply to information which (otherwise than through your default) becomes available to, or within the knowledge of, the public.

## **12 Data protection and monitoring**

12.1 We will process personal data and special category data (formerly known as 'sensitive personal data') and criminal records data relating to you in accordance with our Privacy Policy available from our website at <https://www.powertutors.co.uk>

12.2 We may transfer personal data and special category data (sensitive personal data) outside the UK and to international organisations in accordance with our Privacy Policy.

## **13 Warranties and Indemnities**

13.1 You agree, warrant and undertake to us that:

13.1.1 all of the information that you supply to us in any application document(s) you complete is comprehensive and correct and that you will advise us in writing as soon as any such information changes;

13.1.2 you are an independent self-employed contractor and will undertake all Assignments in that capacity and not as an employee of us or of the Client;

13.1.3 you have the necessary experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or any

professional body for you to possess in order to perform any Assignment that we offer to you;

13.1.4 you will whenever possible and practicable use your own equipment, materials and resources to carry out any Assignment;

13.1.5 any Assignment which you carry out as a result of our Services to you under this Agreement does not create or imply any mutual obligations on your and our part or any obligation for us to offer you any further Assignments and that no continuing relationship is hereby created;

13.1.6 you are responsible for all income tax liabilities and National Insurance or similar contributions in respect of any fees that you earn from carrying out any Assignment and that you will shall indemnify us in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions, or interest on such amounts, relating to any Assignment;

13.1.7 you are not prevented by the terms of any other agreement, arrangement or restriction (such as a restriction in favour of another employment agency, employment business or a client) from performing any Assignment and your obligations under this Agreement; and

13.1.8 you have the right to live and work in the United Kingdom and are not subject to any conditions regarding the right to live and work in the United Kingdom that may have an adverse effect on your ability to perform your obligations under this Agreement or to perform any Assignment.

13.2 In consideration of the terms of this Agreement, you will indemnify us and any Client and will keep us and any Client indemnified against any action, award, claim, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding, including legal and other professional fees and expenses, which we or any Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

13.2.1 any failure by you to comply with your obligations under this Agreement;

13.2.2 any negligent or fraudulent act or omission by you;

13.2.3 the disclosure by you of Confidential Information;

13.2.4 the infringement by you of any Client's rights in relation to Intellectual Property; and/or

13.2.5 any employment-related claim brought by you in connection with this Agreement or any Assignment;

## 14 No partnership or agency

Nothing in this Agreement constitutes, or will be deemed to constitute, a partnership between the parties nor make any party the agent of another party. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

## 15 Entire agreement

This Agreement constitutes the entire and only legally binding agreement between the parties and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties and neither party has made any statement, representation or warranty concerning the subject matter of this Agreement and neither party has any liability arising from reliance on any information supplied by one party to the other except where it is contained in this Agreement, provided that nothing in this Clause 15 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation. No variation to or waiver of a term of this Agreement will be effective unless made in writing signed by or on behalf of the parties and expressed to be such a variation.

## 16 Third party rights

The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than you and us will have any rights under it.

## 17 Notices

17.1 Subject to the requirements of Clause 5.4 (your obligations to inform us and a Client of your absence) any notice or other communication (collectively 'Notices') to be given under this Agreement will be deemed to be duly given by either party if:

17.1.1 sent by first class post addressed to the other party at (in the case of a Notice to us) our registered office for the time being or (in the case of a Notice to you) your last known address; or

17.1.2 given personally to (in the case of a Notice to us) any staff member or (in the case of a Notice to you) to you; or

17.1.3 sent by electronic mail to the company email address in the case of a Notice to us and your email address as notified in writing to us from time to time.

17.2 Any such Notice or communication will be deemed to have been received:

17.2.1 if sent by first class post, 48 hours (or, if sent to or from a place outside the United Kingdom, seven days) after the time of posting and, in proving service, it will be sufficient to prove that the envelope containing such Notice was properly addressed, stamped and put in the post;

17.2.2 if sent by email, 24 hours after sending.

## **18      Equitable relief**

You recognise that any breach or threatened breach of this Agreement may cause us irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, you agree that we are entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **19      Applicable law and jurisdiction**

The validity, construction and performance of this Agreement, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement.

By working with Powertutors as a tutor, you agree with the tutor terms stated above.

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons.