

Standard Terms & Conditions: NLG and Tutor



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The Tutor's attention is particularly drawn to the limitations on liability at clause 12.

- 1. **Definitions and interpretation**
- 1.1 The following definitions and rules of interpretation apply in the Contract:

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the business of NLG, being the marketing, promotion, management and booking of private tuition services for students (and including the management of Tutors introduced to students or student's parents or guardians and the provision of tutoring services by Tutors to students), as carried on by NLG from time to time.

Business Day

a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Opportunities

any opportunities of which the Tutor becomes aware during the period of the Contract which relate to the Business or which might be of benefit to NLG.

Commencement Date

the date 7 days after the date on which the Confirmation is signed by the Tutor.

Confidential Information

information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, students, suppliers, products, affairs and finances of a party and trade secrets including, without limitation, technical data and know-how relating to the business of a party, including in particular (by way of illustration only and without limitation) in the case of NLG, NLG's fee income, marketing strategies and materials, whether or not such information (if in anything other than oral form) is marked confidential.

Confirmation

Contract

Contract Date

Intellectual Property

Invention

NLG

the written confirmation issued by NLG to the Tutor offering to accept the Tutor as an NLG tutor on these Terms and then signed by the Tutor.

the contract between NLG and the Tutor for the provision of certain services to the Tutor by NLG and dealing with related matters concerning the delivery of Tutoring Services by the Tutor to students, comprising these Terms and the Confirmation.

the date on which the Confirmation is signed by the Tutor.

patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. invention, idea, discovery, development, any improvement or innovation made by the Tutor in the provision of the Tutoring Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

National Learning Group Limited, a company registered

in England and Wales with company registration number 10503505.

Intellectual Property Rights in all content, documents, materials and tools (including NLG's online portal and platform) created by NLG at any time.

shall have the meaning set out in section 285 of the Financial Services and Markets Act 2000.

the services to be provided by NLG to the Tutor as set out in Schedule 1.

contract(s) between the Tutor and any student or student's parent(s) or guardian(s) for the provision of Tutoring Services to that student by the Tutor which is entered into by NLG as agent for the Student or which the Tutor otherwise enters into with the student and/or his or her parent(s), in each case prior to the date of termination of the Contract having been introduced to the student and/or the student's parent(s) or guardian(s) by NLG (and including any such contract which provides for the provision of Tutoring Services, in whole or in part, after the date of termination of the Contract).

the standard terms and conditions of supply for the provision of Tutoring Services by the Tutor to students as set out in Schedule 2, as amended from time to time in accordance with the Contract.

England, Scotland, Wales and Northern Ireland and the Republic of Ireland.

the person named as Tutor in the Confirmation.

these standard terms and conditions.

NLG's handbook for tutors in the form provided to the Tutor prior to the date of the Contract and in such

NLG IPR

Recognised Investment

Exchange

Services

Services Contract(s)

Standard Supply Terms

Territory

these Terms

Tutor Handbook

Tutor

updated form as NLG may provide to the Tutor from time to time.

the provision of private tuition services by the Tutor to students.

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, recordings of lessons, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Tutor in the provision of the Tutoring Services or other materials created by the Tutor for the purposes of performing its obligations owed to students or their parents or guardians under any Services Contract.

Works

Tutoring Services

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the Contract.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of the Contract and references to paragraphs are to paragraphs of the relevant Schedule, which all form part of the Contract.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 A reference to **writing** or **written** includes email but not fax.

- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. Supply of services
- 2.1 Subject to compliance by the Tutor with the requirements of clause 5.4, NLG shall supply the Services to the Tutor from the Commencement Date in accordance with the Contract.
- 2.2 NLG warrants it shall perform the Services with reasonable care and skill.
- 3. Status
- 3.1 The Tutor is not a sub-contractor for NLG, neither party is agent for the other, neither party has any authority to enter into any agreement on behalf of the other, and no employment relationship or relationship of worker or partnership exists or shall exist between the parties.

 All Services Contracts are contracts between the Tutor and the relevant student or student's parent or guardian.
- 3.2 The Tutor shall be fully responsible for and shall indemnify NLG for and in respect of:
 - 3.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of Tutoring Services by the Tutor or the relationship between the parties as set out in the Contract, where the recovery is not prohibited by law, and the Tutor shall further indemnify NLG against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by NLG in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - 3.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Tutor against NLG arising out of or in connection with the performance of Tutoring Services by the Tutor or the relationship between the parties as set out in the Contract.

and NLG may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Tutor, including any fees due to the Tutor under a Services Contract which are received by NLG from the relevant student for onward payment to the Tutor.

- 3.3 The Tutor shall not appoint any person, firm or company as its agent, distributor, franchisee or other intermediary for the promotion and supply of Tutoring Services or seek any introduction of students for Tutoring Services otherwise than through NLG in the Territory.
- 3.4 NLG shall not itself deliver or provide education to students but instead operates the Business, which includes the provision of the Services to tutors and the provision of private tuition management and administrative services to students. The Tutor shall be responsible for the delivery of education to students under Services Contracts between the Tutor and students or their parents or guardians.

4. Tutoring Services: rates and terms

- 4.1 The supply of Tutoring Services under Services Contracts shall be at the agreed rates as specified in the written price lists provided from time to time by NLG to the Tutor for this purpose. The Tutor shall not offer to or agree with students or the student's parent(s) or guardian(s) any other prices to those stated in such price lists.
- 4.2 All Services Contracts shall be on the Standard Supply Terms (a copy of the current version of which is attached as Schedule 2). The Standard Supply Terms and Services Contracts shall not be varied otherwise than in accordance with their terms and otherwise than with the written agreement of NLG and the Tutor.
- 4.3 The Tutor acknowledges that:
 - 4.3.1 NLG carries out vetting and assessment of students who register with NLG;
 - 4.3.2 NLG selects a suitable tutor and invites the relevant tutor to contact the student (via the NLG portal) to arrange Tutoring Services, which shall constitute an offer by the relevant tutor to provide Tutoring Services; and
 - 4.3.3 the decision as to whether to accept the offer made by a tutor to provide Tutoring Services is for the student or the student's parent or guardian and a Services Contract shall be formed when the relevant student or student's parent or guardian accepts an offer of Tutoring Services made by the Tutor, either directly or through NLG acting as agent for the student or the student's parent or guardian.
- 4.4 NLG gives no assurance of any kind as to the number, value, frequency or timing of any Services Contract or that the Tutor will be recommended or suitable for any student or that any Services Contract will be entered into.

4.5 NLG gives no assurance of any kind that NLG's online portal will be provided without interruption or will be error free or free from viruses or similar vulnerabilities. The availability of the portal may be affected by factors outside NLG's control (including the availability, performance and reliability of the parties' respective internet connections). NLG's online portal may also be unavailable from time to time as a result of routine or emergency maintenance or repairs or upgrades.

5. Tutor's obligations

- 5.1 The Tutor shall:
 - 5.1.1 provide Tutoring Services to students under the Services Contracts in accordance with their terms;
 - 5.1.2 co-operate with NLG in all matters relating to the Services and Tutoring Services;
 - 5.1.3 provide, in a timely manner, such information as NLG may reasonably require in connection with the matters with which the Contract deals and ensure that it is accurate and complete in all material respects.
- 5.2 If NLG's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Tutor or his agents, subcontractors, consultants or employees, NLG shall:
 - 5.2.1 not be liable for any costs, charges or losses sustained or incurred by the Tutor that arise directly or indirectly from such prevention or delay; and
 - 5.2.2 be entitled to recover any additional costs, charges or losses NLG sustains or incurs that arise directly or indirectly from such prevention or delay.
- 5.3 The Tutor will be solely responsible for Tutoring Services and particularly the delivery of education to students including the content of lessons and will have full and sole autonomy on the provision of the Tutoring Services and delivery of education to students.
- 5.4 The Tutor shall prior to the Commencement Date provide NLG with:
 - 5.4.1 an up to date curriculum vitae;
 - 5.4.2 original certification or evidence of professional qualifications;
 - 5.4.3 a valid and current Disclosure and Barring Scheme certificate number (or equivalent disclosure documentation depending on the Tutor's country of origin), the cost of which shall be borne by the Tutor. The Tutor must also not be barred from delivering

- activities under the provisions of the Safeguarding Vulnerable Groups Act 2006 or subsequent legislation that may apply to the Tutoring Services;
- 5.4.4 two valid professional references (additional character references may also be submitted); and
- 5.4.5 his Unique Taxpayer Reference (UTR) number.
- 5.5 The Tutor shall at his own expense maintain a valid enhanced DBS check, all necessary licences, qualifications, consents and registrations throughout the term of the Contract. The Tutor shall provide NLG with copies of the relevant documents every 12 months from the Commencement Date.
- 5.6 The Tutor shall not terminate or vary any Services Contract or take any steps to enforce any Services Contract without consulting with NLG beforehand and without NLG's prior written consent (which shall not be unreasonably withheld or delayed).
- 5.7 The Tutor shall give NLG at least 1 month written notice of their intention to extend the range of Tutoring Services or discontinue of any of them. Such extension or discontinuance shall not apply to any Tutoring Services to which the Tutor is contractually committed under a Services Contract.
- 5.8 The Tutor shall promptly provide NLG with all such information in its possession or control and such related reports as NLG may reasonably require in connection with matters relating to the provision of the Tutoring Services or the performance by NLG of its obligations and exercise of its rights under the Contract.
- 5.9 The Tutor shall promptly notify NLG of any student complaint or enquiry or dispute under any Services Contract and will consult with NLG in relation to dealing with any such complaint, enquiry or dispute. The Tutor shall not settle, make any admissions or take any material steps concerning such complaint, enquiry or dispute without the prior written consent of NLG, in order to protect NLG's Business and brand.
- 5.10 On NLG's request, the Tutor shall communicate to NLG the name and address of any student in the Territory to which the Tutor has supplied any Tutoring Services.
- 5.11 The Tutor will, unless prevented by ill health or injury, devote at least 180 minutes in either nine 20 minutes sessions or any equivalent derivative of this time in each calendar week to the carrying out of Tutoring Services together with such additional time, if any, as may be

necessary for their proper performance. The Tutor shall be free to specify the times and dates when he is available to provide Tutoring Services.

- 5.12 The Tutor shall use reasonable endeavours to ensure that he is available to host tutoring sessions as arranged on a weekly basis at the student's requested times and at all times on reasonable notice to provide such assistance or information as the student may require.
- 5.13 Tutoring Services shall be delivered by the Tutor using NLG's online platform. All tuition sessions shall be recorded using the record facility on the NLG platform. The Tutor agrees to communicate with students via the NLG online portal or NLG email address provided by NLG (which email account NLG can access) and otherwise in accordance with NLG's procedures and protocols for the provision of Tutoring Services and in any event shall notify NLG at the time of any action taken by the Tutor or the student or student's parent or guardian under a Services Contract (including without limitation, the exercise of any cancellation or postponement rights, any termination rights or the making of a threat to issue proceedings or actually issuing proceedings).
- 5.14 If the Tutor is unable to provide the Tutoring Services due to illness or injury, domestic emergency or any other reason, he shall advise NLG of that fact as soon as reasonably practicable but in any event no later than three hours before the relevant Tutoring Services are due to start on any such day.
- 5.15 The Tutor shall not (and shall not ask or engage or use any third party to) at any time:
 - 5.15.1 copy, modify, replicate, mirror, republish, distribute, reverse engineer or disassemble or decompile NLG's online portal or platform (except as allowed by any applicable law incapable of exclusion between the parties);
 - 5.15.2 introduce or allow the introduction of a virus into the NLG portal;
 - 5.15.3 build or create any competing product or service; and
 - 5.15.4 allow any person other than the Tutor to access and use NLG's online portal;
- 5.16 The Tutor undertakes to NLG that during the term of the Contract, he shall take all reasonable steps to offer (or cause to be offered) to NLG any Business Opportunities as soon as practicable after the same shall have come to his knowledge and, in any event, before the same shall have been offered by the Tutor (or caused by the Tutor to be offered) to any other party provided that nothing in this clause shall require the Tutor to disclose any Business

Opportunities to NLG if to do so would result in a breach by the Tutor of any obligation of confidentiality or of any fiduciary duty owed by the Tutor to any third party.

6. **Training**

- NLG shall train the Tutor in all NLG's relevant systems and processes for the delivery of Tutoring Services. The Tutor shall not enter into any Services Contracts and shall not be recommended to students or the student's parent(s) or guardian(s) until such training has been satisfactorily completed. This will usually be done over the course of three to four video training sessions. If more sessions are required, this will be arranged at NLG's discretion. The Tutor will not receive payment for these sessions.
- 6.2 NLG invests considerable time and finances into the Tutor's initial training and development, before any lessons can be taught to students. There is no financial charge to the Tutor for this training, unless:
 - 6.2.1 the Tutor fails to complete the training; or
 - 6.2.2 the Tutor does not accept any students or undertake any teaching within four weeks of completing the training; or
 - 6.2.3 the Tutor terminates or seeks to terminate the Contract,

in which case the Tutor agrees to repay to the Tutor the sum of £375 (including VAT) to cover the costs of training, such sum to be paid within 10 days of NLG's written request.

6.3 Should the Tutor complete the initial training and enter into any Services Contract, but fail to deliver at least 35 x 20 minute sessions (the equivalent of one month teaching the minimum number of sessions) or fail to deliver the Tutoring Services to a standard which NLG reasonably considers acceptable (or fail to improve to a reasonable standard within a reasonable period (not exceeding 1 month), if requested to do so by NLG) the Tutor will pay NLG the sum of £535 (including VAT) to cover the costs of training, such sum to be paid within 10 days of NLG's written request.

7. Payments

- 7.1 There is no charge to the Tutor by NLG for the provision of the Services.
- 7.2 The Tutor acknowledges that NLG provides students or the student's parent(s) or guardian(s) with introductions to private tutors and operates the Business, which includes introducing students or the student's parent(s) or guardian(s) to private tutors, in consideration for which

the student or the student's parent(s) or guardian(s) pays a fee to NLG under a separate agreement between NLG and the relevant student or the student's parent(s) or guardian(s).

- 7.3 The fee for the Tutoring Services due under a Services Contract is to be paid by the student or the student's parent or guardian directly to NLG acting on behalf of the relevant student or the student's parent(s) or guardian(s) on terms that NLG shall pay such fee on to the Tutor. For the avoidance of doubt, NLG shall not be liable under any Services Contract to pay any sum due under any such contract and shall be obliged only to pay to the Tutor fees for Tutoring Services which are properly due under the Services Contract where the relevant fee has been paid in cleared funds to NLG by the student or the student's parent or guardian for onward payment to the Tutor.
- 7.4 By midnight on Sunday in each week, the Tutor shall, via NLG's online portal, provide details of all Tutoring Services delivered by the Tutor in the previous 7 days (so from and including the previous Monday) and, subject to these Terms, NLG shall pay the Tutor the sums due under the relevant Services Contracts in respect of those Tutoring Services, as agent for the student or the student's parent(s) or guardian(s), on or before the second Friday following the relevant Sunday. Any invoice issued by the Tutor in respect of Tutoring Services shall be addressed to the relevant student or the student's parent(s) or guardian(s).
- 7.5 If either party fails to make any payment due to the other under the Contract by the due date for payment (other than where the failure is by NLG because of a failure by the student or the student's parent(s) or guardian(s) to pay the corresponding amount to NLG in time), then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. The interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

8. Advertising and promotion

- 8.1 NLG shall be solely responsible for the advertising and promotion of the Tutoring Services in the Territory.
- 9. Compliance with laws and policies
- 9.1 The Tutor shall at his own expense comply with all laws and regulations relating to his activities under the Contract and the delivery of the Tutoring Services, as they may change

- from time to time, and with any conditions binding on that party in any applicable licences, registrations, permits and approvals.
- 9.2 NLG and the Tutor shall comply with the polices detailed in the Tutor Handbook, as updated by NLG from time to time.
- 10. Data protection
- 10.1 In this clause the following definitions apply:
 - 10.1.1 Agreed Purposes: the performance by a party of its obligations under the Contract and, in the case of NLG, the operation and management of its Business, and in the case of the Tutor, the performance of its obligations under Services Contracts, including the delivery of Tutoring Services.
 - 10.1.2 Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.
 - 10.1.3 **Data Discloser**: a party that discloses Shared Personal Data to the other party.
 - 10.1.4 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - 10.1.5 Permitted Recipients: the parties to the Contract and the employees of each party and (in the case of NLG) any third parties engaged by it to perform obligations in connection with the Contract.
 - 10.1.6 **Shared Personal Data:** the personal data to be shared between the parties under clause 10.2 of the Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- 10.1.6.1 Categories of personal data: Names, roles or job titles, addresses, email addresses, telephone numbers, qualifications, school or college, and age or school year group; and
- 10.1.6.2 **Categories of data subject**: the Tutor, students and their parents or guardians, the employees and directors of NLG, and (in the case of NLG) its sub-contractors and their officers or employees.
- This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 10.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.
- 10.4 Each party shall:
 - 10.4.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 10.4.2 give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 10.4.3 process the Shared Personal Data only for the Agreed Purposes;
 - 10.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 10.4.5 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- 10.4.6 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 10.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 10.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 10.5.2 promptly inform the other party about the receipt of any data subject rights request;
 - 10.5.3 provide the other party with reasonable assistance in complying with any data subject rights request;
 - 10.5.4 not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
 - 10.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - 10.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 10.5.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the Shared Personal Data; and

- 10.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 10.6 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party.

11. Intellectual Property

- 11.1 All NLG IPR shall vest absolutely at all times in NLG.
- 11.2 The Tutor hereby assigns to NLG all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under the Contract, the Tutor holds legal title in these rights and inventions on trust for NLG.
- 11.3 The Tutor undertakes:
 - 11.3.1 to notify to NLG in writing full details of any Inventions promptly on their creation;
 - 11.3.2 to keep details of all Inventions confidential;
 - 11.3.3 whenever requested to do so by NLG and in any event on the termination of the Contract, promptly to deliver to NLG all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;
 - 11.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by NLG; and
 - 11.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to NLG.
- 11.4 The Tutor warrants to NLG that:
 - 11.4.1 he has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

- 11.4.2 he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 11.4.3 the use of the Works or the Intellectual Property Rights in the Works by NLG will not infringe the rights of any third party.
- 11.5 The Tutor agrees to indemnify NLG and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by NLG, or for which NLG may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Tutor to NLG for the purposes of or pursuant to the Contract or used during the course of providing the Services. The Tutor shall maintain adequate liability insurance coverage and ensure that NLG's interest is noted on the policy, and shall supply a copy of the policy to NLG on request. NLG may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Tutor.
- 11.6 The Tutor waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Tutor's moral rights.
- 11.7 The Tutor acknowledges that, except as provided by law, no further fees or compensation other than those provided for in the Contract are due or may become due to NLG in respect of the performance of his obligations under this clause 11.
- 11.8 The Tutor undertakes, at the expense of NLG, at any time either during or after the term of the Contract, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of NLG be necessary or desirable to vest the Intellectual Property Rights in the Works and Inventions, and to register them in, the name of NLG and to defend NLG against claims that Works or Inventions embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 11.9 To the extent the Intellectual Property Rights in any Works or Invention vest in NLG, NLG hereby grants to the Tutor a royalty-free licence (without the right to sub-licence) to use all

- such Intellectual Property Rights for the purpose of delivering Tutoring Services under Services Contracts but not otherwise.
- 11.10 The Tutor irrevocably appoints NLG to be his attorney in his name and on his behalf to execute documents, use the Tutor's name and do all things which are necessary or desirable for NLG to obtain for itself or its nominee the full benefit of this clause.

12. Limitation of liability

- 12.1 Nothing in the Contract shall limit or exclude the liability of either party for:
 - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any matter for which it would be unlawful to exclude or restrict liability.
- 12.2 Subject to clause 12.1 above, NLG shall not under any circumstances whatsoever be liable to the Tutor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - 12.2.1 any loss of profit, sales, revenue, or business;
 - 12.2.2 loss of anticipated savings;
 - 12.2.3 loss of or damage to goodwill;
 - 12.2.4 loss of agreements or contacts;
 - 12.2.5 loss of use or corruption of software, data or information;
 - 12.2.6 any loss arising out of the lawful termination of the Contract; or
 - 12.2.7 any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- 12.3 The Tutor shall indemnify NLG for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Tutor of the terms of the Contract or any Services Contract, and/or any negligent or reckless act, omission or default by the Tutor in the provision of the Tutoring Services.
- 12.4 Subject to clause 12.1, the aggregate liability of NLG in respect of any breach, nonperformance, negligence, breach of duty or other act or omission of NLG in the first 12
 months of the Contract shall not exceed 200% of the total revenue payable to the Tutor by
 students or the student's parent(s) or guardian(s) in respect of that 12 month period beginning

on the Contract Date and the same limit on liability (being 200% of the total revenue payable to the Tutor by students or the student's parent(s) or guardian(s) in respect of the relevant 12 month period) shall apply in respect of any breach, non-performance, negligence, breach of duty or other act or omission of NLG in each consecutive period of 12 months after that.

13. **Insurance**

- 13.1 The Tutor shall maintain in force for the duration of the Contract and for a period of 12 months after its termination, such policies of insurance, with reputable insurers, for such amounts and such types of cover (including professional indemnity insurance) as would be taken out by a prudent business person operating a business of providing private tuition which is the same or broadly the same as that carried on by the Tutor from time to time (Insurance Policies).
- 13.2 The Tutor shall on request supply to NLG copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 13.3 The Tutor shall notify the insurers of NLG's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by NLG against the Tutor in respect of which the Tutor would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify NLG directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify NLG, the Tutor shall use all insurance monies received by them to indemnify NLG in respect of any claim and shall make good any deficiency from their own resources.
- 13.4 The Tutor shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Tutor is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Tutor shall notify NLG without delay.

14. Duration and termination

- 14.1 The Contract takes effect on the Contract Date and continues until terminated in accordance with its terms.
- 14.2 Without affecting any other right or remedy available to it/him:

- 14.2.1 the Tutor may terminate the Contract at any time by giving NLG not less than one month's prior written notice; and
- 14.2.2 NLG may terminate the Contract at any time by giving the Tutor not less than one week's prior written notice.
- 14.3 Without affecting any other right or remedy available to it, NLG may terminate the Contract with immediate effect with no liability to make any further payment to the Tutor (other than in respect of amounts due under clause 7) if at any time the Tutor:
 - 14.3.1 commits any gross misconduct affecting the Business;
 - 14.3.2 commits any serious or repeated breach or non-observance of any of the provisions of the Contract or refuses or neglects to comply with any reasonable and lawful directions of NLG including accepting the minimum number of lessons as detailed in clause 5.11 or providing any report or information as requested by NLG;
 - 14.3.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or becomes prohibited from working with students or ceases to hold the necessary clearances, licences, qualifications, consents or registrations;
 - 14.3.4 is in the reasonable opinion of NLG negligent or incompetent in the performance of the Tutoring Services;
 - 14.3.5 dies or is incapacitated (including by reason of illness or accident) from providing the Tutoring Services for an aggregate period of 21 days in any 52-week consecutive period;
 - 14.3.6 commits any fraud or dishonesty or acts in any manner which in the opinion of NLG brings or is likely to bring the Tutor or NLG into disrepute or is materially adverse to the interests of NLG;
 - 14.3.7 fails to deliver the Tutoring Services at the appropriate standard in the opinion of NLG:
 - 14.3.8 commits any breach of NLG's policies and procedures;
 - 14.3.9 commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017; or

- 14.3.10 is the subject of a bankruptcy petition or order.
- 14.4 The rights of NLG under clause 14 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of the Contract on the part of the Tutor as having brought the Contract to an end.

15. Consequences of termination

- 15.1 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Contract which existed at or before the date of termination.
- 15.2 On termination of the Contract NLG shall cease to promote, market or advertise Tutoring Services for the Tutor and shall not recommend the Tutor to any students or student's parent(s) or guardian(s).
- 15.1 On termination of the Contract the Tutor shall:
 - 15.1.1 subject to NLG's data retention guidelines and the Tutor's own lawful data retention policy or legal obligation to retain any personal data:
 - 15.1.1.1 immediately deliver to NLG all Confidential Information of NLG in his possession or under his control; and
 - 15.1.1.2 irretrievably delete any information relating to the Business stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information of NLG) and all matters derived from such sources which is in his possession or under his control. For the avoidance of doubt, details of students and their parents or guardians introduced to the Tutor are regarded as Confidential Information of NLG and, as such, must be deleted from the Tutor's personal social or professional networking accounts;
 - 15.1.2 cease to describe, refer to, or promote or market himself as having any ongoing connection or business relationship with NLG; and
 - 15.1.3 provide a signed statement that he has complied fully with his obligations under this clause 15, together with such evidence of compliance as NLG may reasonably request.

- 15.2 On termination of the Contract, any provision which expressly or by implication survives termination or comes into force on termination shall continue to apply. Each indemnity in the Contract shall continue to apply after termination.
- 16. Restrictions post-termination
- 16.1 On termination of the Contract and in order to protect the legitimate business interests of NLG the following provisions shall come into effect from the date of termination (**Termination Date**), which the parties agree are reasonable.
- 16.2 The Tutor will not directly or indirectly for a period of six months from the Termination Date be involved as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity (provided that the Tutor may hold an investment by way of shares or securities of not more than 5% of the total issued share capital of any company which is quoted on a Recognised Investment Exchange), operate or set up or take any preparatory steps to or assist in any way with the operation or setting up of any business operation in the Territory or in any country in which NLG operates which competes with any business carried on at the Termination Date by NLG in the 12 months prior to the Termination Date.
- 16.3 The Tutor will not for a period of six months from the Termination Date whether on his own account or for any other person, firm or company, directly or indirectly, in connection with any business the same as or similar to or in competition with the Business, solicit or accept orders from, or have any business dealings with any person, firm or company who or which in the 12 months prior to the Termination Date was a customer of NLG or any other tutor to whom NLG provides services or who was introduced to the Tutor by NLG or in respect of whom a Services Contract was entered into save in so far as such orders or business dealings do not compete with the interests of NLG at the Termination Date. For the avoidance of doubt, using any social media or online blog to solicit or accept orders from, or have any business dealings with any such person, firm or company will amount to a breach of this restriction.
- 16.4 The Tutor will not for the period of six months from the Termination Date whether on his own or for any other person, firm or company, directly or indirectly, in connection with any business the same as or similar to or in competition with the Business, solicit or endeavour to entice away by any means (including via social media) from NLG any person, firm or company who or which in the 12 months prior to the Termination Date shall have been an

- employee or supplier of or in the habit of dealing with NLG and with whom or which the Tutor had personal dealings in the performance of his duties during the 12 months prior to the Termination Date save in so far as such orders or business dealings do not compete with the interests of NLG at the Termination Date.
- Nothing in the Contract shall prevent the Tutor from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation prior to the Termination Date provided that:
 - 16.5.1 such activity does not cause a breach of any of the Tutor's obligations under the Contract;
 - 16.5.2 the Tutor shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business without the prior written consent of NLG (such consent not to be unreasonably withheld); and
 - 16.5.3 the Tutor shall give priority to the provision of the Tutoring Services and the performance of his obligations under the Contract over any other business activities undertaken by the Tutor in the period prior to the Termination Date.

17. Confidentiality

- 17.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's Confidential Information:
 - 17.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know that information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract and each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 17; and
 - 17.2.2 as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18. **General**

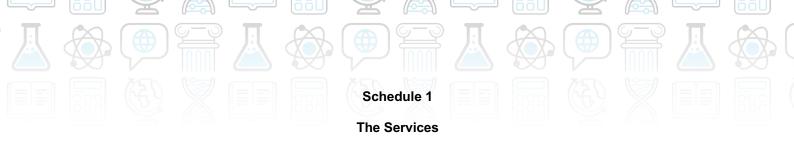
18.1 No one other than a party to the Contract shall have any right to enforce any of its terms.

- 18.2 The Tutor shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of NLG.
- 18.3 NLG may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.
- 18.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.5 Each party agrees that it shall have no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.6 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.7 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
 - 18.7.1 be a waiver of that or any other right or remedy; or
 - 18.7.2 prevent or restrict the further exercise of that or any other right or remedy.
- 18.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. Notices

19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered:

- 19.1.1 personally;
- 19.1.2 sent by pre-paid first class post or other next working day delivery service;
- 19.1.3 by commercial courier; or
- 19.1.4 by email.
- 19.2 A notice or other communication shall be deemed to have been received:
 - 19.2.1 if delivered personally, when left at the address referred to in clause 19.1;
 - 19.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - 19.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 19.2.4 if sent by email, one Business Day after transmission.
- 19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 20. Governing law and jurisdiction
- 20.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).



The provision to the Tutor of an NLG email address for use in the provision of Tutoring Services and communication to or from NLG.

The provision of an anonymised telephone number so that students do not have the Tutor's actual telephone number.

Access to the NLG online portal and platform for the purpose of managing and communicating with NLG and students and delivering Tutoring Service to students.

The provision of training in accordance with and as described in clause 6.



Standard Supply Terms

Standard Terms and Conditions: Student (Client) and Tutor

1. **Definitions and interpretation**

1.1 The following definitions apply in this Contract:

Charges the sums payable for the Tutoring Services as agreed

by the Tutor and notified to the Client by NLG, in each

case prior to the Commencement Date.

Commencement Date the date on which the Confirmation is issued by the

Client to the Tutor.

Confirmation the written confirmation issued by the Client (or NLG as

agent for the Client) to the Tutor accepting the Tutor's

offer to provide Tutoring Services or such other

documentation as confirms the formation of the Contract

as may apply where the Tutor has been providing

Tutoring Services to students as sub-contractor of NLG.

Client the person who accepts an offer of Tutoring Services

from the Tutor in the Confirmation.

Contract the contract between the Client and the Tutor for the

provision of Tutoring Services to the student by the

Tutor, which is made up of these Terms and the

Confirmation.

NLG National Learning Group Limited, a company registered

in England and Wales with company registration

number 10503505.

these Terms these standard terms and conditions.

Tutor the person who offers to provide Tutoring Services to

the student .

Tutoring Services the provision of private tuition services by the Tutor to

students.

2. Services

- 2.1 The Tutor has been introduced to the Client (being the parent or guardian of the student) and the student by NLG. The Client shall ensure the student complies with these Terms in using the Tutoring Services.
- 2.2 The Client and the Tutor agree that the Tutoring Services shall be delivered in accordance with NLG's policies and procedures applicable from time to time and using the NLG online portal and other communication platforms and methods available from time to time (all of which are accessible and viewable by NLG). This clause is for the benefit of and may be enforced by NLG.
- 2.3 The Tutor shall supply the Tutoring Services to the student from the Commencement Date in accordance with this Contract until this Contract is ended in accordance with these Terms.
- 2.4 Tuition shall be provided in lessons of 20 minutes or multiples of 20 minutes if the Client has booked multiple lessons to run consecutively on a date (so, for example, one lesson starting at 3.00pm, one starting at 3.20pm and one starting at 3.40pm, all on the same date).
- 2.5 This Contract is formed when an offer made by the Tutor to provide Tutoring Services is accepted by the Client, which acceptance may be given directly by the Client to the Tutor (including via the NLG online portal) or may be made by NLG as agent for the Client.
- 2.6 The Tutor shall immediately tell NLG if this Contract has been formed otherwise than via the NLG online portal or through use of an NLG email address. This clause is for the benefit of and may be enforced by NLG.

3. Charges and payment

- 3.1 The Client shall pay the Charges to the Tutor in accordance with these Terms.
- 3.2 The Charges for each lesson shall be the amount specified as such in the Confirmation. VAT (if any) shall be payable in addition, at the same time as the Charges.
- 3.3 The Client shall pay the Charges in respect of lessons (and any Charges which may be due under these Terms for lessons due to be delivered in that week but cancelled) weekly in advance (and the parties shall not agree otherwise without the prior written consent of NLG).
 This clause is for the benefit of and may be enforced by NLG.

- 3.4 The Charges shall be paid by the Client to NLG as agent for the Client and the parties agree that NLG is authorised to then pay the Charges to the Tutor on the Client's behalf.
- 4. Cancellation and termination
- 4.1 The Client may terminate this Contract at any time within a 14-day cancellation period beginning on the Commencement Date by written notice. After that, the Client must give ONE (1) calendar month's notice to terminate this Contract. Notices under this clause must be given to the Tutor with a copy at the same time by email to NLG at cancel@thenationallearninggroup.co.uk.
- 4.2 The Client will pay the Charges in accordance with this Contract regardless of whether the Client takes full advantage of the Tutoring Services offered via NLG.
- 4.3 The Client must give the Tutor adequate (24 hours) notice if the Client needs to cancel a tutor session but must also at the same time give notice of cancellation to NLG at the support@thenationallearninggroup.co.uk email address.
- 4.4 If the Client misses a tutor session without giving adequate (24 hours) notice, it is at the Tutor's discretion as to whether the session is re-allocated. If the student misses a tutor session(s), payment for the session will still be due.
- 4.5 Subject to these Terms, the Tutor will provide lessons to the student at the times and for the period agreed in writing before the Commencement Date and at such other times as may be agreed between the parties and NLG (and this clause is for the benefit of and may be enforced by NLG), from the Commencement Date until:
 - 4.5.1 the Client ends this Contract by giving the Tutor notice as set out in clause 4.1; or
 - 4.5.2 the Tutor ends this Contract by giving the Client written notice, which shall end this Contract immediately.
- 4.6 If this Contract is brought to an end, the Client will still have to pay the Charges due for lessons taken up to the date of termination or lessons for which Charges are nonetheless due under these Terms but not for any lessons that fall after that termination date.
- 5. Holidays and Illness
- 5.1 The Client must give at least 1 week's notice before any holidays if the Client intends on missing any tutor sessions. Tutor sessions can continue on holiday so long as the Client has

- a good internet connection at the holiday destination, and a way to attend the online tutor session.
- 5.2 If the Client is going to be on holiday for 2 weeks or less, and does not wish to have a lesson during that time, the Tutor agrees to double up the lessons in the week(s) before or week(s) after that holiday absence. Payments will continue through this period; however, the Tutor will do its best to ensure that all missing sessions are re-scheduled. Access to the online work and software will still continue through this time. For holidays longer than 2 weeks, the Client must contact the Tutor as soon as possible so that arrangements can be agreed and put in place.
- 5.3 If the Tutor is on holiday, ill, or cannot take the tutor session, the Tutor will contact the Client to arrange double lessons in the week(s) before or week(s) after this time. Payments will continue through this time; however, the Tutor will do its best to ensure that no sessions are missed. Access to the online work and software will still continue through this time.
- 5.4 If the Client is unable to attend a session due to illness, the Client will give the Tutor as much notice as possible. The Tutor will double up the sessions in the week(s) following, and payments will continue through this time.
- 5.5 Lesson credits will be issued at the Tutor's discretion but expire if not used within 3 weeks of the missing session unless agreed in writing by NLG, the Client and Tutor. This clause is for the benefit of and may be enforced by NLG.
- 5.6 If a lesson is missed, and a make-up credit is issued, the credit must be used within 3 weeks of being issued, after which time the credit will expire.
- Notices under this clause must be given to the Tutor with a copy at the same time by email to NLG at cancel@thenationallearninggroup.co.uk.

6. **General**

6.1 The Tutor shall at all times have a valid and current Disclosure and Barring Scheme certificate number (or equivalent disclosure documentation depending on the Tutor's country of origin) and confirms he/she is not barred from delivering any activities under the provisions of the Safeguarding Vulnerable Groups Act 2006 or subsequent legislation that may apply to the Tutoring Services. If the Tutor is barred from delivering any activities under the provisions of the Safeguarding Vulnerable Groups Act 2006 or subsequent legislation that may apply to

- the Tutoring Services or fails to comply with NLG's safeguarding policies at any time, the Tutor shall immediately tell the Client and NLG and the Client and NLG will each be entitled to immediately end this Contract by written notice to the Tutor. This clause is for the benefit of and may be enforced by NLG.
- Any notice or demand under this Contract shall be deemed to be properly served by a party if delivered to or sent to the other party at the NLG email address allocated to that party or via any messaging system available on or via the NLG online portal except that all notices of cancellation by the Client, whether to bring this Contract to an end or to cancel an individual tutor session shall be sent by email to cancel@thenationallearninggroup.co.uk.
- 6.3 Telephone calls between the parties in connection with this Contract may be recorded and stored by either party and by NLG for training and monitoring purposes. All video interactions between the Tutor and the student are recorded by NLG and stored securely for a period of up to 90 days in accordance with NLG's privacy policy (available on the NLG website). This clause is for the benefit of and may be enforced by NLG.
- No alteration or variation of this Contract will be binding, unless made in writing by each party and with NLG's written consent.
- 6.5 The Tutor will store and process Client and student information securely and shall comply with the UK GDPR, the Data Protection Act 2018 and its own privacy policy in processing personal data of the Client and/or the student. The Tutor agrees not to use the Client's or student's personal data for marketing purposes. The Client can exercise its rights to prevent this at any time by writing to the Tutor or by sending an email to the Tutor's email address.
- 6.6 The parties agree that NLG has the right to decline any enrolment of any student onto any programme. If at any time NLG considers (at its discretion) that the Tutoring Services and related support programme is not appropriate for the student, NLG may terminate this Contract with immediate effect. This clause is for the benefit of and may be enforced by NLG.
- 6.7 The Client agrees that opinions expressed by any Tutor represent the Tutor's own views and not those of NLG. This clause is for the benefit of and may be enforced by NLG.
- 6.8 If Tutoring Services begin within the cancellation period referred to in clause 4.1 and the Client nonetheless cancels in that period, the Tutor may charge the Client the Charges for any Tutoring Services provided in that 14 day period.

- The Client will not be entitled to withhold any payment, receive a refund of any Charges or any other payment under this Contract, regardless of whether the Client takes any lessons or makes use of the support programme(s) offered by NLG, except where the Client has exercised a right to cancel this Contract in the 14 days period referred to in clause 4.1. Interest at a rate of 4% above the Bank of England base rate is payable on all overdue Charges from the due date until the date of payment.
- 6.10 The Client agrees that receiving Tutoring Services and participation in the support programmes arranged by NLG do not guarantee competence or results beyond the initial ability of the student. Any statement made by the Tutor or NLG regarding the likelihood of obtaining results and/or potential progression shall be treated as a matter of opinion and shall be non-binding. This clause is for the benefit of and may be enforced by NLG.
- 6.11 All intellectual property rights in the materials which the Tutor provides are owned by the Tutor or licensed to the Tutor by third parties and remain the property of the Tutor or the relevant third party, as the case may be. The only rights that the Client has are to use those materials for the purpose of receiving Tutoring Services and the benefit of this Contract.
- The Tutor is responsible to the Client for foreseeable loss and damage caused by the Tutor. If the Tutor fails to comply with these Terms, the Tutor is responsible for loss or damage the Client suffers that is a foreseeable result of the Tutor breaking this Contract or failing to use reasonable care and skill, but the Tutor is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both parties knew it might happen. The Tutor does not exclude or limit in any way liability to the Client where it would be unlawful to do so. This includes liability for death or personal injury caused by the Tutor's negligence or the negligence of the Tutor's employees, agents or subcontractors (if any); or for fraud or fraudulent misrepresentation.
- 6.13 The Client may not transfer its rights or obligations under the Contract to another person.

 Where any provision of this Contract gives any rights to NLG, NLG has the benefit of those provisions and may enforce those provisions against the Client and/or the Tutor as the case may be. No-one other than the Client, the Tutor and NLG has any rights under this Contract.

- 6.14 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 6.15 If a party delays in enforcing this Contract, that party can still enforce it later. If a party does not insist immediately that the other party do anything that other party is required to do under this Contract, or if a party delays in taking steps against the other party in respect of the other party breaking this Contract, that will not mean that the other party does not have to do those things and it will not prevent a party taking steps against that other party at a later date. For example, if the Client misses a payment and the Tutor does not chase the Client but continues to provide the Tutoring Services, the Tutor can still require the Client to make the payment at a later date.

7. Governing law and disputes; complaints

- 7.1 This Contract is governed by English law and each party can bring legal proceedings in respect of any dispute in the courts of England and Wales.
- 7.2 The parties agree that any complaint or feedback about the Tutoring Services may be raised directly with the Tutor by the Client but must also be sent at the same time to NLG by email to admin@thenationallearninggroup.co.uk. This clause is for the benefit of and may be enforced by NLG.