

TERMS AND CONDITIONS FOR STUDENTS

By registering as a Student on the Website you agree to be bound by the following Terms of Business:

1. Definitions and interpretation

1.1 In these Terms of Business the following terms shall have the following meaning:

"Assignment" means a contract between Axiom Tutoring and the Student for the supply of the Tuition incorporating these Terms of Business and a Statement of Services, and any amendments to that contract from time to time;

"Axiom Tutoring Policy" means the Website Terms and Conditions, the Privacy and Cookies Policy and any other policy that shall be notified to Tutors and/or Students from time to time;

"Axiom Tutoring" means Axiom Tutoring Limited, a limited company registered in England and Wales with registration number **7919070** with its registered address at 45 Tower Bridge Road, London SE1 4TL, United Kingdom,

"Commission Fee" means a flat fee of 20% of the Hourly Rate payable by the Tutor to Axiom Tutoring; ***not for the student to be deleted***

"Effective Date" means, in relation to an Assignment, the date of execution of an Statement of Services relating to that Assignment;

"Fees" means Tuition Fees and the Initial Fees;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Tuition Fees" means the charges for Tuition based on the Hourly Rates as stated in the Statement of Services excluding the Initial Fees and which are payable by the Student directly to the Tutor at the beginning of a Lesson;

"Hourly Rate" means the amount charged by the Tutor to the Student for Tuition for each hour of Tuition as stated in the Statement of Services;

"Lesson" means a period of time during which the Tutor engages in Tuition with the Student, for which the Student pays the Tutor;

"Party" or **"parties"**, means both the Student and Axiom Tutoring, or either the Student or Axiom Tutoring;

"Statement of Services" means the Statement of Services document issued by Axiom Tutoring to the Student detailing the scope of the Tuition, the Fees and other matters relating to an Assignment;

"Status Updates" means regular feedback and updates given by the Student to Axiom Tutoring in relation to the next booked Lesson or any completed Lessons, including feedback on the Tutor and Tuition in general;

"Student Profile" means information regarding the Student that is given to the Tutor before accepting the Assignment;

"Student" means the party requesting tuition. This is assumed to be the individual who initially contacts Axiom Tutoring, unless otherwise stated;

"Term" means the term of an Assignment;

"Tuition" means any service supplied by a Tutor which has been requested by a Student;

"Tutor Finding Cost" means the fee payable by the Student directly to Axiom Tutoring for the initial match-making with a Tutor;

"Tutor" means the individual tutor or tutors who will provide the Tuition; and

"Website" means the domain <www.axiomtutoring.co.uk> or any other domain as Axiom Tutoring may unilaterally notify from time to time.

1.2 In these Terms of Business, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

1.3 In these Terms of Business, "persons" include companies, partnerships, limited liability partnerships, unincorporated associations and trusts.

1.4 The *ejusdem generis* rule is not intended to be used in the interpretation of these Terms of Business.

2. Registration and Tutor Matching

2.1 Following the Student's registration on the Website and submission of the **Tutor Finding Cost** Initial Fee to Axiom Tutoring, Axiom Tutoring will endeavor to match the Student with a Tutor **within ten (10)** business days.

2.2 If Axiom Tutoring is unable to match a Student with a Tutor **within ten (10)** business days, then the Student shall be entitled to a refund in which case Axiom Tutoring will refund one hundred ten percent (110%) of the Tutor Finding Cost.

2.3 If the Student is not happy with the Tutor, Axiom Tutoring will in good faith seek to find another Tutor, in which case:

2.3.1 Axiom Tutoring makes no guarantees that a suitable Tutor will be found; and

2.3.2 at Axiom Tutoring's absolute discretion an additional Tutor Finding Cost may be applicable.

2.4 Each Assignment will come into force on its Effective Date and will continue in force until the Tuition agreed in the Statement of Services has been completed, upon which it will terminate automatically unless previously terminated in accordance with Clause 12.

2.5 A **Tutor Finding Cost** Initial Fee applies for each new Assignment requested by the Student **unless otherwise agreed**.

3. Status Updates

3.1 Following registration and acceptance of an Assignment with a Tutor, it is the responsibility of the Student to provide Status Updates to Axiom Tutoring.

3.2 The Student will be responsible to check continuously and on a regular basis that the Tuition reports provided by the Tutor to Axiom Tutoring are accurate and reflect the Student's record. If such records are not reported in the Status Updates then:

3.2.1 Axiom Tutoring shall bear no responsibility for any Lessons agreed by the Tutor and the Student without its knowledge; and

3.2.2 Axiom Tutoring shall bear no responsibility for any pre-payments made to Tutors.

3.3 The Student warrants that their e-mail address and other contact addresses are valid and will be up-to-date. Axiom Tutoring bears no liability whatsoever for undelivered communication because of expired e-mail addresses or invalid contact details.

4. Tuition

4.1 The Tutor will provide the Tuition to the Student in accordance with the Statement of Services.

4.2 The Tutor will ensure that adequate arrangements are made in relation to the time and place of meeting for Lessons.

4.3 Axiom Tutoring may suspend the provision of Tuition if the Student fails to pay by the due date any amount due to Axiom Tutoring in respect of the Assignment.

4.4 If the Tutor is unable to provide the Tuition by reason of illness, accident or emergency of the Tutor, then:

(a) Axiom Tutoring will contact the Student in order to arrange another Tutor to provide the Tuition; and

(b) Axiom Tutoring will not be in breach of the terms of the Assignment by virtue of any failure to supply the Tuition arising out of such inability.

5. Fees

5.1 The Student will pay ***The Tutor Finding Cost*** to Axiom Tutoring in accordance with the provisions of Clause 6.

5.2 Tuition Fees will be paid by the Student directly to the Tutor at the beginning of a Lesson unless another payment method has been arranged by the parties.

5.2 Axiom Tutoring reserves the right to vary the Fees by giving the Student not less than 30 days' written notice. Fees may differ depending on several factors such as the Hourly Rate of the Tutor(s) selected, tier of Tuition, time of the request and nature, demand and/or availability of a specific course.

6. Payment

6.1 The Student will pay the Initial Fees directly to Axiom Tutoring at registration through the Website or upon request of another Assignment, and Axiom Tutoring will issue a receipt for the Initial Fees to the Student following such payment.

6.2 Fees must be paid by debit or credit card, direct debit, bank transfer, in cash or by cheque (using such payment details as are notified by Axiom Tutoring to the Student from time to time). The cards that we accept for online payments are: Visa Credit, Visa Debit, Mastercard Credit, Mastercard Debit, Visa Electron, Maestro and JCB.

6.3 The Student will be responsible for making regular payments.

6.4 Axiom Tutoring reserves the right to charge interest for late payments. If the Student fails to make the payments as they are due, then, without limiting Axiom Tutoring's remedies under Clause 12 (Termination) to terminate the Agreement, the Student shall pay interest on the overdue amount at the rate of 5% above the base rate of Barclays Bank plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Student shall pay the interest together with the overdue amount.

7. Session cancellation and refunds

7.1 Where the Student cancels an arranged Tuition session by giving notice to the Tutor and/or Axiom Tutoring at least 24 hours before the session then the Student and the Tutor will re-arrange the Lesson at another mutually convenient time.

7.2 Where the Student cancels an arranged Lesson within less than twenty four (24) hours notice or fails to show up for any reason other than an accident, emergency or serious illness, and then the Tutor will be entitled to the full Fees for that Lesson, unless another mutual arrangement has been made between the Tutor and the Student.

7.3 Where the Tutor is unable to provide the Tuition at an arranged Lesson by reason of the circumstances described in Clause 4.4, the Student will have no obligation to pay the Fees in respect of that Lesson and both the parties will arrange a mutually convenient time and place for the next Lesson.

7.4 Where a Tutor ceases to provide Tuition on behalf of Axiom Tutoring, Axiom Tutoring will provide another tutor-matching service at no cost to the Student.

7.5 Save for as provided in Clause 7.1 and 7.2 above, the Student will not be released from liability to pay any Fees, and will not receive any refund of Fees paid, upon the cancellation of an arranged Tuition session.

8. Warranties

8.1 The Student warrants to Axiom Tutoring that he or she has the legal right and authority to enter into and perform his or her obligations required by each Assignment.

8.2 Axiom Tutoring warrants to the Student that:

(a) it has the legal right and authority to enter into and perform its obligations required by each Assignment;

(b) The Tuition will be performed with reasonable care and skill and

(c) The Tutor is suitably qualified to provide the Tuition, and the Tutor has the qualifications and certifications specified in the Statement of Services.

8.3 All of the parties' warranties and representations in respect of the subject matter of the Assignment are expressly set out in these Terms of Business and the Statement of Services. To the maximum extent permitted by applicable law and subject to Clause 9.1, no other warranties or representations concerning the subject matter of the Assignment will be implied into these Terms of Business or the Statement of Services.

9. Limitations and exclusions of liability

9.1 Nothing in the Assignment will:

(a) Limit or exclude the liability of a party for death or personal injury resulting from negligence;

(b) Limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

(c) Limit any liability of a party in any way that is not permitted under applicable law; or

(d) Exclude any liability of a party that may not be excluded under applicable law, and any statutory rights that you have as a consumer, that cannot be excluded or limited, will not be affected by the Assignment.

9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in the Assignment:

(a) Are subject to Clause 9.1; and

(b) Govern all liabilities arising under the Assignment or in relation to the subject matter of the Assignment, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

9.3 Axiom Tutoring will not be liable to the Student for any losses arising out of a Force Majeure Event.

9.4 Axiom Tutoring shall bear no responsibility to the Student in respect of any losses, whether direct or indirect losses, howsoever incurring.

10. Distance contracts and consumer rights

The Consumer Protection (Distance Selling) Regulations 2000 will apply only if the Student requests an Assignment using any means of distance communication (including telephone, email and the internet).

11. Force Majeure Events

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations required by any Assignment (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

12. Termination

12.1 Either party may terminate an Assignment at any time by written notice specifying the reason for such termination (for clarity Axiom Tutoring encourages feedback at termination for any reason whatsoever in addition to the Status Updates during an Assignment).

12.2 Either party may terminate an Assignment immediately by giving written notice to the other party if the other party:

- (a) Commits any material breach of any provision of the terms of the Assignment; or
- (b) Persistently breaches the terms of the Assignment.

12.3 An Assignment will terminate automatically if the Student dies.

12.4 Axiom Tutoring may terminate an Assignment immediately at any time by giving written notice to the Student if the Student fails to pay in full and on time any amount due to Axiom Tutoring whether due in respect of that Assignment or otherwise.

13. Effects of termination

13.1 Upon termination of an Assignment, save for the confidentiality provisions herein which shall continue to apply for a period of three (3) years from termination, all the provisions of these Terms of Business and the Statement of Services will cease to have effect.

13.2 Termination of an Assignment will not affect either party's accrued liabilities or rights (including accrued rights to be paid) as at the date of termination.

14. General

14.1 If a term of any Assignment is determined by any court or other competent authority to be unlawful and/or unenforceable, the other terms of the Assignment will continue in effect. If any unlawful and/or unenforceable term would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the term will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant term will be deemed to be deleted).

14.2 No Assignment will constitute a partnership, agency relationship or contract of employment between the parties.

14.3 The terms of the Assignment may not be varied except by a written document signed by or on behalf of both parties.

14.5 The Student must not without the prior written consent of Axiom Tutoring assign, transfer, charge, license or otherwise dispose of or deal in any rights or obligations under any Assignment. Axiom Tutoring may assign its rights and obligations under the Assignment to any successor to all or a substantial part of the business of Axiom Tutoring from time to time – providing such action does not serve to reduce the guarantees benefiting the Student under the Assignment.

14.6 Each Assignment is entered into for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement relating to any Assignment are not subject to the consent of any third party.

14.7 Except as expressly provided, nothing in these Terms of Business is intended to, or shall be deemed to; establish any partnership or joint venture between the parties.

14.8 Subject to Clause 9.1, these Terms of Business and the relevant Statement of Services will constitute the entire agreement between the parties in relation to an Assignment, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

15. Confidentiality

15.1 Axiom Tutoring agrees that the Student's use of its services will be kept completely confidential and that their personal or other details will never knowingly be revealed to any third parties.

15.2 The Student agrees to maintain the confidentiality of confidential information in accordance with the Axiom Tutoring Policy.

16. Privacy

16.1 Where Axiom Tutoring receives any personal data (as defined by the Data Protection Act 1998) from the Student it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfill its obligations under these Terms of Business.

16.2 The Student will provide a Student Profile to Axiom Tutoring for purposes of matching them with an appropriate Tutor.

16.3 The Student consents to Axiom Tutoring sharing the Student Profile with potential Tutor(s).

16.3 Axiom Tutoring will take reasonable precautions to treat any personal data securely and in accordance with the Data Protection Act 1998. Axiom Tutoring shall bear no liability whatsoever for any unauthorized access to personal data.

17. Block Bookings

17.1 Where Axiom Tutoring and Student have agreed for the provision of a block of hours, the Student will be entitled to a discount depending on the number of hours booked as stated in the Statement of Services.

17.2 Where Axiom Tutoring and Student have agreed for the provision of a block of hours, the Student will be responsible for the accuracy of the number of Tuition hours reported in the Status Updates.

17.3 Any scheduled Lesson which forms part of the block booking must be taken in the period in which it is assigned.

17.4 The Student cannot demand performance of a bulk of hours toward the end of the block period.

17.5 A block booking cannot be re-divided, re-sold or re-distributed except at the discretion of Axiom Tutoring.

17.6 No refunds will be given for block bookings unless no suitable Tutor has been made available to the Student, in which case the Student may elect to use any unused portion of the block booking as credit towards other services subject to a Tutor Finding Cost which may be deducted from such credit.

18. Governing Law

Any dispute or claim arising out of, or in connection with these Terms of Business shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to the jurisdiction of the English courts.