

Customer Enrolment Agreement



Enrolment Renewal

Parent / Guardian / Adult Student 1: _____
 Phone: _____ Mobile: _____
 Email: _____
 Address 1: _____
 City: _____ Post Code: _____
 Tutoring Occurs Here Billing Address

Parent / Guardian / Adult Student 2: _____
 Phone: _____ Mobile: _____
 Email: _____
 Address 2: _____
 City: _____ Post Code: _____
 Tutoring Occurs Here Billing Address

How did you hear about us? _____

Student 1	Student Name: _____	School: _____	Area(s) of Tutoring: _____	Phone: _____
	Age: _____	DOB: _____	Year: _____	Teacher(s): _____
Student 2	Student Name: _____	School: _____	Area(s) of Tutoring: _____	Phone: _____
	Age: _____	DOB: _____	Year: _____	Teacher(s): _____

Available days to be tutored:

SUN	MON	TUE	WED	THU	FRI	SAT

Student comments: _____

TIMES/WEEK	LENGTH/SESSION	BLOCK OF HOURS	x	RATE/HR £	=	SUBTOTAL £	+	REG. FEE £	=	TOTAL INVESTMENT £

Payment Plan (if applicable):

£ _____ for _____ consecutive weeks months **Date to be charged:** _____ of the month

This payment plan of £ _____ each month for _____ consecutive months pre-pays the use of _____ hours maximum per month.

DEPOSIT £ _____ **BALANCE** £ _____

Method of Payment:

Bank Transfer Debit Card Credit Card Standing Order

Bank Name: _____ Account #: _____ Sort Code: _____

All personal data we collect will be stored and processed in accordance with all relevant data protection laws and our privacy policy, a copy of which can be found at www.tutordocor.co.uk/privacy-policy/. We like to send our customers regular updates regarding the service we provide. You can choose to receive these by ticking the relevant box below. In addition to this, if you consent to us doing so, we will disclose and exchange information with Tutor Doctor UK, and also Tutor Doctor Management Services, Inc. (the owner of the Tutor Doctor brand) who are based in Canada. This means that some personal data may be transferred to an area outside of the EEA. They will use this information to send marketing information to you that they believe you may find useful and interesting. All data that is transferred to Tutor Doctor Management Services, Inc. is transferred pursuant to a data processing agreement that ensures that Tutor Doctor Management Services, Inc. keeps your personal data secure and processes it in accordance with our instructions and in compliance with all relevant data protection laws and codes of practice. As this is a 'Distance Contract', as described in the Consumer Rights Act 2015, you have the statutory right to a 14 day 'cooling-off' period. This means that at any point in the 14 days after you have returned this form to us you can cancel the order and be refunded any money you have paid to us, in full. This does mean, however, that we will not be able to provide you with any tutoring services for the first 14 days after you have completed this form. If you require the tutoring services to start prior to the end of this 14-day period then you can 'waive' (i.e. give up) this right to cooling off. By doing so, though, you understand that we will commence the provision of the tutoring and, should you then decide to cancel the contract, you will not be able to do so without incurring the costs outlined in the terms and conditions attached to this form. If you want to waive your cooling off rights, please tick the box below.

- I agree to services beginning before the end of the fourteen day cooling off period and understand this means I may not get a refund of all, or any, of the fees I have paid to Tutor Doctor for the services.
- I confirm I would like to receive regular updates from you regarding the service you provide.
- I agree to you passing my contact information to Tutor Doctor Management Services so that they can contact me regarding services that they think may be of use and interest to me. By ticking this box I do so in knowledge that my contact information will be transferred outside of Europe.

I am confirming the above information is correct and that I will abide by the Tutor Doctor Enrolment Terms of Service outlined on page 2 of this enrolment form. If paying by credit card this signature authorizes the above noted charge.

Parent / Guardian / Adult Student:

Tutor Doctor Representative:

 Printed Name Signature Date Printed Name Signature Date

Enrolment Terms of Service

- 1. WHO WE ARE:** Tutor Doctor is a franchise operation with franchises throughout the world. The company that will be providing the services to you (as more specifically explained in section 2 below) will be the Tutor Doctor franchisee that is detailed on your Enrolment Form, not actually Tutor Doctor itself. This franchisee is using the Tutor Doctor brand and business style under a licence from Tutor Doctor Management Services. If you have any concerns, queries or issues with the service being provided then these should be addressed to the franchisee detailed on your enrolment form.
- 2. WHAT WE'RE DOING FOR YOU:** We're actually providing you two separate services. The first is sourcing you a tutor (or tutors) that are able to provide the tutoring services you have requested in the Enrolment Form. The second is arranging for the tutor to actually provide you with the tutoring services.
Tutor Doctor will do all it can to find a suitable tutor for you as soon as possible after you have made the request for us to do so, and after your initial deposit has cleared. We cannot make any promises as to how quickly we will be able to source a suitable tutor but will find one as quickly as we can.
- 3. YOUR RIGHTS TO MAKE CHANGES:** If you wish to make changes to the amount, or type, of tutoring that you are receiving then please get in contact with us and we will see what we can do about your request.
If you wish to purchase additional tutoring hours then we will inform you of the additional cost for doing so.
Within 60 days of enrolment, with written notice, the account can be closed, and the closing balance determined as follows: Total monies received minus value of used hours (re-priced to the hourly rate applicable to the actual number of hours used), minus a £_____ administrative fee. A negative balance is due in full to Tutor Doctor at time of cancellation. Tutor Doctor will refund any remaining positive balance within 30 days of cancellation.
Hours are transferable for alternate subjects if required. Parents, guardians and adult students can transfer the hours to other family members (living in the same household) as long as 21 days notice has been given in writing.
- 4. HOW LONG OUR AGREEMENT LASTS:** This agreement will start on the date listed in your enrolment form and will end once all your hours of tutoring (as outlined in the enrolment form) have been used, unless you have extended or renewed the agreement as detailed directly above in section 3 (Your rights to make changes).
PLEASE NOTE: If your purchased hours are unused after one year then they will expire and we will not be able to refund you for any unused tutoring hours. It is your responsibility to ensure that you use all of your tutor hours before they expire. If you need an update as to how many hours you have purchased, how many you have remaining and when they expire then please get in contact with us and we'll be happy to help.
- 5. YOUR TUTOR:** In sourcing a tutor for you we will make sure that:
 - (a) They are suitably skilled and qualified in the subject areas you are requesting tutoring for;
 - (b) They are fully background checked to ensure yours, and, where appropriate, your child's, safety (for tutors located in England, Northern Ireland, and Wales we require that all tutors obtain a valid Disclosure and Barring Services check (formerly known as CRB disclosure) and provide us with the original documentation to confirm this has been done. For tutors in Scotland they must have undertaken and provide us with a valid Disclosure Scotland check);
 - (c) Available for the hours that you have requested that the tutoring be provided at the location you have requested the tutoring be provided at. As we have stated above, we are responsible for arranging for the tutor to provide the tutoring services, not actually for the provision of the tutoring itself. We are acting as your agent. You are asking us to find a tutor for you and to arrange for the tutoring services to be provided to you. As your agent, when we do secure a tutor for you and arrange for them to provide the tutoring services we will take payment from you, on behalf of the tutor. We will then pay to the tutor their fee for providing the tutoring services. We also take a portion of the fee you pay for having connected you with the tutor.If you have any concerns or complaints regarding your tutor, please get in contact with us and we will do all we can to resolve the issue as quickly as possible. This may include arranging for an alternative tutor to provide the tutoring moving forward.
We are sure you can appreciate the difficulty developing our network of tutors who are experts in their fields. We therefore require that all of our tutors agree that they will not provide tutoring services to you directly, thus bypassing us. If your tutor approaches you directly, please let us know so that we can ensure that no misunderstanding takes place. This also protects you as you can work with the tutor safe in the knowledge that they are, at all times, suitably qualified and authorised to provide you with the tutoring services.
- 6. RESCHEDULING AND TRANSFERRING SESSIONS:** If you need to reschedule a tutor session that has already been arranged, then please contact us as soon as you are aware that you need to do so. If you let us know more than 24 hours in advance, then we will not charge you for the rescheduling. If, however, you give us less than 24 hours' notice, then you will be charged for that session as if you had received it.
If you have unused and unallocated tutor hours then these can be transferred to a different tutor to the one we have initially sourced for you. If you wish to do this, then please get in contact with us and we will discuss your requirements and arrange for the appropriate tutor(s) to provide you with tutoring.
- 7. GUARDIANS:** It is a requirement that a guardian is present and available at all times during any tutoring session where the tutoring is being provided by one of our tutors to a student under the age of 18. A guardian is a responsible person over the age of 18.
If there is no guardian present, or the tutor believes that the person that is present is not suitable of acting as a guardian, then the tutor may refuse to provide the tutoring. In that situation you will be charged for the session as if it had been delivered in full and we shall not be liable to you for any costs or for any refund of any fees. It is entirely your responsibility to ensure that a suitable guardian is available during tutoring sessions.
- 8. YOUR RIGHTS TO END THE ENROLMENT:** You have the right to end the contract (and therefore stop receiving the services we are providing) where:
 - (a) We have not been able to provide you with the standard of service we guarantee in section 5 above; or
 - (b) We are unable to source a suitable replacement tutor within a reasonable time after you have notified us that a change is required.In accordance with the Consumer Rights Act 2015, you also have the right to terminate this contract within 14 days of having entered into it. This is known as the right of 'cooling-off'. If you wish to exercise this right then please write to us confirming this and we will arrange for a refund, in full, of any and all money you have already paid to us for the tutoring you had ordered. Please note, as clearly outlined on the Enrolment Form, if you have waived your right to the cooling-off period then any termination will be subject to the charges outlined in this section 3.

If you end the contract in the situations set out directly above we will refund any money you have paid in advance for tutoring that has not been provided. Where we have been wholly unable to source a suitable tutor for you then we will refund all monies paid, including the registration fee if applicable. Where some services have been provided then the registration fee will not be refunded.

You also have the right to reduce your tutoring hours in accordance with section 3 above, but do so in the knowledge that doing so may result in you incurring additional charges and with us being unable to refund all of your unused tutoring fees.

9. OUR RIGHTS TO END THE ENROLMENT: We have the right to cease providing you with the services (which includes the right to stop arranging for the tutor to provide you with tutoring), where:

(a) in our judgement, the tutoring is being provided under circumstances not conducive to the student's success. This includes, but is not limited to, abusive, hostile or unsafe environments; unreasonable expectations placed upon the tutor; or any attempts by you (or anyone involved with the student, including the guardian) to compromise the tutor's integrity;

(b) you have not paid to us all fees payable for the services, or any payment that you have made has not cleared or has bounced (this includes, for example, rejected card payments and or cancelled direct debits and standing orders), and you have failed to pay us after we have given you 14 days warning that amounts are outstanding.

If we end the contract in the situations set out directly above we will refund any money you have paid in advance for tutoring that has not been provided but we may deduct or charge you £_____ as compensation for the net costs we will incur as a result of your breaking the contract.

10. PAYMENT: The total cost for the services we are providing (as outlined in your enrolment form) are for both of the services we are providing, namely, the sourcing of a tutor for you and the arranging of them to provide the tutoring services. The cost includes any VAT that is payable for the services we provide.

The method of payment for the services we are providing will be as outlined in the enrolment form. Where we have agreed to allow you to pay via a payment plan it is your responsibility to arrange for the setting up of an appropriate bank mandate, standing order, or direct debit, and to arrange for its cancellation once you have received the tutoring you have requested, as outlined in the enrolment form. If you fail to cancel, or amend, your payment then we will refund you any overpaid amounts as soon as possible after we become aware of the overpayment, less any charges we incur in arranging for the refund.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU: We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are 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 we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of the tutor(s); or for fraud or fraudulent misrepresentation.

In the event that a tutor damages any of your property, we will make good any such damage. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.

12. DATA PROTECTION: We fully appreciate that we are responsible for handling your personal data, and the personal data relating to those the tutor is providing the tutoring to. We take data security very seriously.

We will only ever process your information to enable us to provide the services you have asked us to provide to you. This will involve passing certain data to other companies in the Tutor Doctor group, some of which are based outside of Europe. The ultimate Tutor Doctor company is based in Canada. Any data that is sent outside of Europe is done so subject to agreements that ensure that the data is stored and processed strictly in accordance with all relevant data protection laws and codes of conduct.

We will pass certain personal information relating to you, and the person(s) receiving the tutoring, to the tutor as without it the tutor will not be able to provide their services. Our tutor agreement requires that the tutor keeps this data secure and does not pass it to anyone else.

We will only ever use your data to market to you where you have specifically asked us to do so (whether by ticking the appropriate box on the enrolment form, asking us to do so in person, or by completing the relevant sections online on our website). We will never pass your personal data to third parties for the purposes of allowing them to market to you.

If you have any concerns or queries regarding how we handle your personal data, then please contact us and we will be happy to answer any questions you may have.

You also have the right to raise any concerns you may have with the Information Commissioners' Office (the ICO), the UK's data regulator.

More information about how you can contact the ICO can be found at www.ico.org.uk.

All data will be processed in accordance with our privacy policy, a copy of which can be found at www.tutordocor.co.uk/privacy-policy/.

13. OTHER IMPORTANT TERMS: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your tutor hours to anyone else as detailed in clause 3.

This contract is between you (being the person who has signed the enrolment form) and us. No other person shall have any rights to enforce any of its terms.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

REFERRAL REWARD: Earn _____ for each referral that results in a new enrolment. A minimum of one payment to Tutor Doctor must clear to qualify.