



Genius Tutoring Services

## **Terms and Conditions - Client**

### **1. Definitions**

1.1. In these Terms and Conditions, the following definitions apply:

“Tutor” means the individual introduced by Elliott Hind of Genius Tutoring Services to the Client for an Engagement;

“Client” means the person to whom the introduction of a Tutor is made.

“Genius Tutoring Services” means Elliott Hind, operating as Genius Tutoring Services 14 Earhart Apartments, Hawker Drive, Addlestone, Surrey;

“Engagement” means the Client using a Tutor for tuition;

“Introduction” means the passing to the Client of Tutor Information;

“Agreed Hourly Rate” means the rate payable for tuition as agreed between Genius Tutoring Services and the Client;

“Initial Meeting” means the first hour of an initial face-to-face meeting between the Client and the Tutor.

“Tutor Information” means contact details of a Tutor selected by Elliott Hind of Genius Tutoring Services.

### **2. General**

2.1. The decision of a Client to request Tutor Information shall constitute acceptance of these terms and conditions.

2.2. These terms and conditions exclusively govern the Introduction by Elliott Hind at Genius Tutoring Services and do not form part of any contract between the Client and Tutor.

2.3. No variation or alteration of these terms and conditions shall be valid unless approved in writing by Elliott Hind at Genius Tutoring Services

- 2.4. If any part of these conditions is held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal, and enforceable

### **3. Employment Business Responsibilities**

- 3.1. When instructed, Elliott Hind of Genius Tutoring Services will recommend a Tutor to the Client for an Engagement.
- 3.2. Elliott Hind of Genius Tutoring Services will invoice the Client a block of four sessions of an hour in length each, in advance.

### **4. Client Responsibilities**

- 4.1 The Client agrees to pay the Agreed Hourly Rate for tuition sessions, including payment for the initial meeting.
- 4.2 The Client agrees to pay any invoice for tuition services through either credit or debit card details set up through Stripe Limited or via bank transfer to:

Elliott Hind  
Account Number: 21723212  
Sort Code: 04-06-05

- 4.3 The Client agrees to pay any invoice for tuition services prior to the first session of that block of four sessions commencing.

### **5. Fees**

- 5.1. In the event of an Engagement, the block of four lessons in advance is payable to Elliott Hind of Genius Tutoring Services by the Client for tuition services.
- 5.2. The Client will be invoiced in advance
- 5.3. If payment is not made prior to the start of the first session of the block then the sessions will not take place.
- 5.4. All tuition fees are non-refundable once tuition sessions have taken place.
- 5.6. The Client agrees to pay a deposit of £500 per Tutor if requested to do so by Elliott Hind of Genius Tutoring Services. This deposit will be transferred back to the Client once the engagement is completed, and the Client has provided details of how the refund is to be processed.

### **6. Cancellation Policy**

- 6.1. If the Tutor withdraws from the Engagement at any time, Elliott Hind of Genius Tutoring Services will do his utmost to provide another Tutor to the Client if a tutor is requested.
- 6.2. The Client is not obliged to accept the Tutor. Elliott Hind of Genius Tutoring Services is not obliged to provide another Tutor.

## **7. Cancellation of Scheduled Tuition Sessions by the Client**

- 7.1. If the Client **cancels a tuition session within 24 hours** of a scheduled session, the Client agrees to pay for the scheduled tuition session where an Engagement is equal to or less than two hours in any given calendar week with any single tutor.
- 7.2. If the Client cancels a tuition session within 14 days of a scheduled session, the Client agrees to pay for the scheduled tuition session where an Engagement exceeds two hours of tuition in any given calendar week with any single tutor.

## **8. Indemnity**

8.1. Elliott Hind of Genius Tutoring Services shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation, whether direct, indirect, or consequential, which may be suffered or incurred by the Client arising from or in any way connected with Elliott Hind of Genius Tutoring Services seeking a Tutor for the Client or from the Introduction to or Engagement of any Tutor by the Client or from the failure of Elliott Hind of Genius Tutoring Services to introduce any Tutor.

8.2. The final decision to employ a Tutor rests with the Client. Elliott Hind of Genius Tutoring Services can give no warranty, representation, or undertaking as to the suitability, honesty, or capability of any Tutor nor as to the completeness, truthfulness, or accuracy of any information or statement or reference provided by Elliott Hind of Genius Tutoring Services or on its behalf to the Client or as it shall direct in respect of the Tutor. Verification of all such information and references shall be the Client's responsibility.

8.3. In no circumstances shall Elliott Hind of Genius Tutoring Services' total liability to the Client, whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation, or otherwise, exceed the fee payable by the Client.

## **9. Breach of Agreement**

- 9.1. A discussion instigated by the Client between the Client and the Tutor regarding the Tutor providing tuition services directly to the Client without billing through the Elliott Hind and Genius Tutoring Service forms a breach of this Agreement.

9.2. In the event of a discussion instigated by the Client between the Client and the Tutor regarding the Tutor providing tuition services directly to the Client without billing through the Employment Business, a placement fee of £2,000 + VAT will become immediately payable to Elliott Hind of Genius Tutoring Services by the Client.