

Tuition Terms and Conditions

Examwizz Limited ('Examwizz') is a limited company number whose registered These Terms and Conditions ('Agreement') form the contract between Examwizz ('we' or 'us' or 'our') and the Parents or any persons ('you' or 'client') who engage the Service of Examwizz on behalf of their son/daughter/dependant ('your child').

1. DEFINITIONS

In these Terms and Conditions:

"Assessment" means the initial consultation with a Tutor

"Confirmation Correspondence" means the Conversation, the Summary and/or any subsequent correspondence between us which sets out, confirms or clarifies the details of the Service.

"Conversation" means the initial conversation between us referenced at clause 3;

"Fee" means the fee payable to Examwizz for the Tutoring Service as set out in clause 5;

"Hours" means the number of Tuition hours discussed/set out in the Confirmation Correspondence;

"One-to-one Tutoring" means a ratio of 1 child to 1 tutor per session;

"Paired Tutoring" means a maximum ratio of 2 children to 1 tutor per session;

"Service" means the course of Tuition as set out and agreed in the Confirmation Correspondence;

"Service End Date" means the date on which the Service will end as agreed (if at all) in the Confirmation Correspondence;

"Service Start Date" means the date on which the Service will begin as discussed and/or set out in the Confirmation Correspondence;

"Small Group Tutoring" means a maximum ratio of 3 or 4 children to 1 tutor per session;

"Summary" means the summary of the Conversation referred to in clause 3;

"Term-time Tuition" – these dates will normally correspond to the term dates. (with the exception of the Summer Holiday Break).

"Tuition" means sessions online as agreed as appropriate;

"Tutor" means the person who is registered with Examwizz to provide educational tutoring services and who accepts to undertake the service;

"Tutoring" means as discussed/set out in the Confirmation Correspondence;

"Tutoring Location" has the definition discussed/set out in the Confirmation Correspondence;

"Working Days" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

2. GENERAL

These Terms and Conditions (and any document referred to in them including the Confirmation Correspondence) contain the entire agreement ("**Agreement**") between us and you and supersede any prior agreement between us relating to their subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

These Terms and Conditions shall apply (and be deemed to be accepted by you) from the date in which you instruct Examwizz to commence tuition online, these Terms and Conditions shall prevail over any other terms of business or conditions put forward by you. To the extent that there is any conflict or inconsistency between any Confirmation Correspondence and the terms contained herein the terms contained in the Confirmation Correspondence shall take precedence for the relevant Service.

To the extent that the Tutor is engaged by Examwizz as a self-employed Tutor nothing contained within this Agreement shall constitute the relationship of employer and employee and/or worker or a partnership between Examwizz and the Tutor, or between you and the Tutor.

3. OUR OBLIGATIONS

We will use reasonable endeavours to carry out Tutoring of such nature as required for the delivery of the Service. We will ensure that prior to working on a Service the Tutor has provides us with:

evidence as to his or her identity;

confirmation that he/she has the experience, training, qualifications and/or any authorisations which you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body;

that a current DBS is in place;

and confirmation that he/she is willing to enter into the relevant Service.

For each Service Examwizz will:

› ask you to confirm certain information during the conversation, which will be your initial phone call to Examwizz;

› carry out a trial session to enable Examwizz to provide recommendations as to the most suitable service.

› once you we have received the confirmation as to the Service you require we will assign the Tutor to provide the Tuition online during the relevant Hours; and from the relevant Service Start Date until the earlier of the Service End Date (if any) and/or the date on which the Service is terminated in accordance with these Terms and Conditions and/or the relevant notice period (if any) discussed/set out in the Confirmation Correspondence.

› You are obliged to pay us any fee that falls due in accordance with clause 5 of these Terms and Conditions.

4. YOUR OBLIGATIONS

You shall:

› co-operate with Examwizz in all matters relating to the Service;

› provide Examwizz with such information and materials as may reasonably be required in order to supply the Service and ensure that such information is accurate in all material respects;

› comply with the payment terms of each material invoice.

› ensure your child is aware of the high behavioural expectations during sessions to receive maximum benefit from Tutoring.

5. FEES AND PAYMENTS

A fee will be incurred on the completion of the Trial Class Assessment. This fee is applicable regardless of whether a further Service is booked.

Upon the selection of a Service you will incur a Fee. This clause sets out how the Fee will be calculated and when the Fee will be payable.

The amount and type of Fees applicable to a Service will be confirmed to you in the Confirmation Correspondence.

To the extent that any terms within this Clause conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence. The Fee will consist of one or a number of the relevant charges as set out at Schedule 1. Some components of the Fee are fixed and their value is set out below. Other components of the Fee (such as the Standard Hourly Fee) will vary depending on the Service the value of such charges will be confirmed to you in the Confirmation Correspondence.

Examwizz imposes different payment terms dependant on the Service selected by you and as agreed in the Confirmation Correspondence, as follows:

One-to-one Tutoring:

£35 per hour and the Service must be paid for in full for the period specified (usually half-termly) in the Confirmation Correspondence prior to the Service Start Date. Paired Tutoring: £25 per hour and the Service must be paid for in full for the period specified (4 weeks in advance) in the Confirmation Correspondence prior to the Service Start Date.

Paired Tutoring:

£25 per hour and the Service must be paid for in full for the period specified (4 weeks in advance) in the Confirmation Correspondence prior to the Service Start Date.

Small Group Tutoring:

£20 per hour (groups of 4/5) and the Service must be paid for in full for the period specified (4 weeks in advance) in the Confirmation Correspondence prior to the Service Start Date.

You may pay by direct bank transfer. Any queries arising from any invoice must be brought to our attention within seven Working Days of the date of the relevant invoice.

We reserve the right to charge interest in respect of any amount outstanding after the period for payment referred to in clause 5 above (both before and after judgment) from the date of invoice up to and including the day of payment at the rate of 8% a year above the base lending rate of the Bank of England from time to time.

You shall pay all amounts due as per each material invoice in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

Intellectual Property

All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by Examwizz.

All materials supplied in accordance with the Service are the exclusive property of Examwizz.

6. CANCELLATION, TERMINATION AND REARRANGING LESSONS

Cancelling a Service

please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly and send a confirmation email to team@examwizz.com

Should you wish to cancel your Service you will not be entitled to a refund of any monies paid or due in accordance with Clause 4 above you will be required to give 30 days' notice in writing for the attention of team@examwizz.com

Upon receipt of your notice of cancellation, you will be issued with a final invoice to cover any shortfall between the amount paid and the cost of the Service provided to you including the cost of any resources.

Any lessons cancelled during the notice period will be rearranged, if a time can be agreed upon between both parties, and will still be charged for.

Rearranging lessons

both you and the Tutor must give reasonable notice to each other of any holiday commitments you may have or any changes to the tuition timetable necessary because of illness. If you cannot make your lesson please note that your lesson is non-transferable and non-refundable due to timetabling restrictions and constraints. If Examwizz are unable to deliver your scheduled lesson you will be entitled to a full refund, or provided with an alternative lesson time agreeable to you.

Replacement tutors

in the event that your usual tutor is unavailable, Examwizz may provide an alternative Tutor to deliver the lesson(s). If this happens, Examwizz will advise you in advance, either via phone call or in writing, and you will have the option to accept this substitution or receive a refund. There will be a full consultation between the usual Tutor and the replacement Tutor prior to the lesson, to ensure continuity of learning.

Terminating this Agreement

generally Examwizz may give you 14 Working Days written notice terminating this Agreement at any time, notwithstanding that either party may give notice in writing to the other terminating this Agreement with immediate effect if:

- the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;
- the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either party ceases, or threatens to cease, to carry on business.

7. LIABILITY

If you have a complaint against the Tutor or against us, you must inform us of that complaint within 24 hours of the occurrence that gave rise to it by sending an email to team@examwizz.com. Any opinion expressed by the Tutor is not an expression of the opinions of Examwizz.com. Neither Examwizz nor any of its staff shall be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with the introduction or supply of a Tutor to you or with any failure by Examwizz to introduce or supply a Tutor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with

- failure of the Tutor to meet your requirements for all or any of the purposes for which he or she is required by you;
- any act or omission of a Tutor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- and any loss, injury, damage, expense or delay incurred or suffered by a Tutor, provided that nothing in this clause 8 shall exclude or restrict the liability of Examwizz to you for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

8. PRIVATE ARRANGEMENTS

You are not permitted to make private arrangements for tuition with Tutors introduced or supplied by us to you. By confirming Tuition, you undertake not to make any such arrangements with any Tutor registered with us either during the term of this Agreement or for up to 3 months following its termination.

9. DATA PROTECTION

Examwizz and the Client shall comply with their respective obligations under the Data Protection Laws at all times.

Examwizz shall procure that each of their Tutors shall also comply with their respective obligations under Data Protection Laws at all times.

By entering into this Agreement you consent to our use of your, and where you are the parent or legal guardian of the child receiving Tutoring to use that individual's, personal data for the purpose of providing the Tutoring which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time. For the purposes of this Agreement:

"Data Protection Laws" means the Data Protection Act 1998, and once it comes into force, the EU General Data Protection Regulation (GDPR) 25th May 2018, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

10. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

If any event described under this Clause 12 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:

1. We will inform you as soon as is reasonably possible;
2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
3. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;
4. If an event outside of our control occurs and you wish to cancel the Agreement, you may do so in accordance with your right to Cancel under Clause 6. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our acceptance of your cancellation notice;
5. If the event outside of our control continues for more than 4 weeks, we will cancel the Agreement in accordance with our right to cancel under Clause 6 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our cancellation notice.

11. MISCELLANEOUS

No modification or variation of this Agreement shall be effective unless a director of Examwizz consents in writing to such modification or variation and/or as set out by the Company regarding a specific Service in the relevant Confirmation Correspondence.

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provision in question shall not be affected.

Any waiver of any breach of, or default under any of the terms of this Agreement by us, shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

We shall be entitled to transfer or assign the benefit and/or burden of this Agreement.

The expiration or termination of this Agreement, howsoever arising, shall not operate to affect such of the provisions of this Agreement as are expressed to operate after then. Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate this Agreement by written notice to the other party.

12. GOVERNING LAW AND JURISDICTION

This Agreement (and any non-contractual obligations or dispute or claim arising out of or in connection with it or its subject matter) shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts

SCHEDULE 1: CHARGING SCHEDULE

1. General

This Schedule 1 (the "Charging Schedule") sets out an explanation of the fees and other costs which Examwizz is entitled to invoice you for in accordance with clause 4 of the main Agreement to which this Charging Schedule is attached.

The amount and type of Fees applicable to a Service will be confirmed to you in the Confirmation Correspondence.

To the extent that any terms within this Schedule conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence.

2. The Fee

The Fee means the total of the following charges, as applicable:

- 1) The "Trial class Assessment Fee" as set out at section 3 of this Charging Schedule;
- 2) The "Hourly Tuition Fee" calculated in accordance with section 4 below;
- 3) and/or Any "Extra Charge" as set out in the Confirmation Correspondence sent to you.

3. Assessment Fee

The Trial class Assessment Fee is fixed at £15

4. Hourly Tuition Fee

The Hourly Tuition Fee shall be the total of:

- 1. The Tutor's Standard Hourly Fee (which shall be notified to you in advance, dependent on format selected) multiplied by the number of hours during which Tutoring is provided.
- 2. This will be agreed with you in writing and in advance of the relevant Service Start Date together with any expenses discussed/set out in the relevant Confirmation Correspondence.