

## **Contract Policy Terms and Conditions**

We ask all tutors to read carefully before signing.

### **This agreement is between:**

- (1) Tess Academy Private LTD (Tess Academy), registered at Companies House, number 13507049, registered business address at 109 Beaconsfield Road, London, SE9 4DU.
- (2) The Tutor.

### **Description of Services:**

- 1.1 It is agreed that the Tutor will provide tuition services to Students and/or Students' Parents/Guardians (the Clients).
- 1.2 It is agreed that the Tutor shall at all times perform the services to the highest standard.
- 1.3 The Tutor shall:
  - (a) Be punctual.
  - (b) Never to use profanity or make derogatory remarks about a Student. Any tutor who does this will be removed from Tess Academy immediately.
  - (c) Comply with the duty of fidelity, trust and confidence.
- 1.4 The Tutor shall keep an up-to-date record and schedule of all hours worked and regarding the Student's academic performance or exam success.

### **Contractual Relationship:**

- 2.1 Tutors are not permitted to provide tuition or promote personal business to students or clients not introduced to the Tutor by Tess Academy.
- 2.2 Tutors are not permitted to share contact numbers, email addresses to students or clients not introduced to the Tutor by Tess Academy.
- 2.3 Tutors are not permitted to share contact numbers, email addresses to students or clients introduced to the Tutor by Tess Academy.
- 2.4 Tutors must not make private arrangements with clients or students introduced by Tess Academy.
- 2.5 If a tutor makes a private arrangement with a client, Tess Academy will remove the Tutor from Tess Academy's register and not provide any further assignments.

**Clients are prohibited from entering into private agreements with tutors introduced by Tess Academy.**

**Confidential Information**

3.1 You shall not use, share or disclose to any person, either during or at any time after the period of your agreement with Tess Academy, any confidential information about the business, Clients, affairs of Tess Academy, any of its business contacts, or about any other matters which may come to your knowledge in the course of providing tuition services, including payment rates, terms, names of Clients, contact numbers, email addresses and other arrangements.

3.2 For the purposes of this clause 3, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Tess Academy or any of its business contacts.

3.3 The restriction in clause above does not apply to:

- (a) any use or disclosure authorised by Tess Academy or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

**Tess Academy Property**

4.1 All documents, manuals, hardware and software provided for your use by Tess Academy, and any data or documents (including copies) produced, maintained or stored on platforms used by Tess Academy, remain the property of Tess Academy.

**DBS Checks**

5.1 It is required that all Tutors at Tess Academy undergo and complete a basic DBS (Disclosure and Barring Service) check.

**Termination**

6.1 Tess Academy may at any time terminate this agreement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you are in material breach of any of your obligations under this agreement.

**I have read and agree to Tess Academy Private Ltd terms and conditions.**

Sign.....

Print Name.....

Date.....