

Terms & Conditions

Acorn Tutors is an agent for the introduction of a Tutor to a Client. Acorn Tutors does not provide the tutoring services and the provision of those services is governed by a separate agreement between the Tutor and the Client.

When using the website www.acorntutors.co.uk, you automatically accept and are bound by Acorn Tutors' terms and conditions.

Client Terms and Conditions

The Client agrees to the following terms and conditions in respect of Acorn Tutors' introduction of a Tutor:

Agreement with the Tutor for the provision of tutoring services

By booking a session with the Tutor, the Client agrees to be bound by the terms and conditions attached with the Tutor for the provision of tutoring services.

The agreement governs the relationship between the Client and the Tutor.

The Client is not permitted to make any private or other arrangements with the Tutor who has been introduced by Acorn Tutors.

Clients will notify Acorn Tutors if they introduce another Client to a Tutor.

A breach of these terms will render the Client liable to Acorn Tutors for any sums paid direct to the Tutor without deduction and Acorn Tutors shall be entitled to seek an injunction against the Client to prevent further breaches. This obligation continues beyond the termination or conclusion of this agreement.

Fee and Payment procedures

Tutors set and negotiate lesson fees with the Client. Commission fees are handled separate to this and are solely between tutors and Acorn Tutors.

The Client will pay tutors directly for the lesson fee and tutors pass to Acorn Tutors the Acorn Tutors' commission fee payable by the Client.

At the end of each month, tutors send Acorn Tutors the £5 per lesson they have collected on Acorn Tutors' behalf from each client.

Acorn Tutors is not liable to the Tutor for any fees that have not been paid and will not get involved in any disputes between a Tutor and a Client.

Age

A Client who is under 18 years of age must have consent from a parent or a guardian to contact Acorn Tutors and arrange lessons and their parent or guardian must enter into any agreement with a Tutor to provide tuition services. It is the responsibility of that parent/guardian to check the credentials of the Tutor. Acorn Tutors is not responsible for any disputes regarding parental consent.

Liability

Acorn Tutors does not accept any liability for any claims by the Client arising out of or related to the provision of tutoring services by the Tutor. Acorn Tutors accepts no responsibility if what is offered does not meet expectations. Acorn Tutors shall not have any supervision, direction or control obligations over the Tutor whose methods of working and content of lessons shall be those of the Tutor alone.

Acorn Tutors is not responsible for insurance arrangements in respect of the Tutor providing tutoring services and the Client should note that this is the case.

General

This agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

These terms constitute the whole agreement between the parties and no variation or alteration of these terms shall be valid unless approved in writing by a Director of Acorn Tutors. Acorn Tutors reserves the right to alter these terms and conditions.

The Client acknowledges that these terms govern the legal rights and obligations between the Client and Acorn Tutors and the Tutor and the Client.

The Client hereby confirms that they have read, understood and agrees to comply where relevant with all Acorn Tutors Policies.

Tutor Terms and Conditions

Provision of tutoring services by the Tutor to the Client

The Tutor agrees to the following:

Undertake the tutoring services in a professional manner with due skill, diligence and care.

Undertake the tutoring services with proper preparation of lessons and a particular course of study.

Undertake the tutoring services in accordance with the Client's instructions and/or relevant exam syllabus.

Keep Acorn Tutors informed of progress with reports to Acorn Tutors as and when requested by Acorn Tutors.

Undertake tutoring services without accepting any additional responsibilities or obligations which lead or might lead to a potential conflict of interest with the Tutor's provision of tutoring services to the Client.

Be responsible for agreeing with the Client what the suitable environment is for the tutoring services to take place.

Be responsible for providing all reasonable teaching materials.

Observe the Client's confidentiality at all times in respect to private information.

Age and Qualifications

A Tutor warrants that they are:

- (a) at least eighteen years of age;
- (b) has the qualifications and/or experience they have specified to Acorn Tutors.

Fees and Payment procedures

A Tutor accepts that they are self-employed. They accept full responsibility for all Income Tax, National Insurance and other taxation or employment-related responsibilities arising in connection with their tutoring services.

Tutors set and negotiate lesson fees with the Client. Commission fees are handled separate to this and are solely between tutors and Acorn Tutors.

A Tutor accepts they are responsible for the fees quoted and negotiated with a Client.

Acorn Tutors is not liable to the Tutor for any fees that have not been paid and will not get involved in any disputes between a Tutor and a Client.

A Tutor agrees to collect lesson fees.

A Tutor agrees to forward the commission fee of £5 per lesson to Acorn Tutors at the end of each month, within the first 7 days of the following calendar month.

Prohibition of other arrangements

The Tutor is not permitted to enter into any private arrangements with a Client introduced by Acorn Tutors.

DBS (Disclosure and Barring Service)

All Tutors agree to obtain an enhanced DBS check, unless they already have a DBS certificate issued from another role.

DBS checks will be submitted via a screening provider. Should a Tutor's application reveal criminal information, their application to work with Acorn Tutors will be terminated and any payments they have submitted for a DBS check will not be refunded.

In completing a DBS application a Tutor is confirming they are the applicant and the documents supplied are theirs. They are also confirming that all information supplied is correct to the best of their knowledge. In any instance where this has not been the case the application will be treated as a matter of fraud.

The amendments to the Exceptions Order 1975 (2013) provide that certain spent convictions and cautions are 'protected' and are not subject to disclosure, and cannot be taken into account. Guidance and criteria on the filtering of these cautions and convictions can be found at the Disclosure and Barring Service website.

Once the DBS application has been submitted by Acorn Tutors, applicants will be charged and responsible for settling the amount due. Applicants have no cancellations or refund rights once the application has been submitted.

Liability

Acorn Tutors is not responsible for Clients introduced to a Tutor.

Acorn Tutors is not responsible for insurance arrangements of Tutors and the Tutor should note this is the case.

Safeguarding

Giving and receiving gifts from clients- Acorn Tutors strongly discourages Tutors to give gifts to or receive gifts from clients. However gifts may be provided by Acorn Tutors as part of a planned activity.

Tutors contact with user groups: Personal relationships between a Tutor and a Student is prohibited. This includes relationships through social networking sites such as Facebook and Bebo.

Tutors must refrain from using abusive language.

Tutors must refrain from any inappropriate behaviour / language.

Tutors must not use inappropriate punishment or chastisement.

Tutors must not pass on Clients' and Students' personal contact details.

Tutors must not take family members to a Client's home.

Tutors must not accept money as a gift, borrow money from or lending money to Clients or Students.

Tutors must be cautious and avoid personal contact with Clients and Students.

All Tutors must be aware that they have a professional duty to share information with other agencies in order to safeguard children and vulnerable adults. The public interest in safeguarding children and vulnerable adults may override confidentiality interests. However, information will be shared on a need to know basis only, as judged by Acorn Tutors

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Further Terms and Conditions

Data protection policy

The information gathered from and about Tutors and Clients is solely used by Acorn Tutors for the services that it provides. When Tutors provide Acorn Tutors with information, they consent to Acorn Tutors using this information to arrange introductions to Clients as well as being able to contact them. Clients also accept that when providing Acorn Tutors with information, they consent to Acorn Tutors using this information to arrange introductions to Tutors as well as being able to contact them.

Safeguarding Policy

Acorn Tutors makes a positive contribution to a strong and safe community and recognises the right of every individual to stay safe.

Acorn Tutors comes into contact with children and / or vulnerable adults through the following activities: tuition services.

The types of contact with children and / or vulnerable adults will be regulated and controlled activity.

This policy seeks to ensure that Acorn Tutors undertakes its responsibilities with regard to protection of children and / or vulnerable adults and will respond to concerns appropriately. The policy establishes a framework to support Tutors in their practices and clarifies the organisation's expectations.

This policy is available on the Acorn Tutors website.

Privacy Policy

Both the Client and the Tutor agree that they will not disclose any confidential information concerning the Tutor, the Client or Acorn Tutors to any person for the duration of this agreement and for a period of five years after termination of the agreement, save as required by law, court order or any governmental or regulatory authority.

Equal Opportunities Policy

Acorn Tutors is committed to encouraging equality, diversity and inclusion among our Tutors, and eliminating unlawful discrimination.

- Provide equality, fairness and respect for all in our employment
- Not unlawfully discriminate because of the Equality Act 2010 protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, and ethnic or national origin), religion or belief, sex and sexual orientation.
- Oppose and avoid all forms of unlawful discrimination.

Acorn Tutors commits to:

- Encourage equality, diversity and inclusion as they are good practice and make business sense
- Create an environment free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all are recognised and valued.

All Tutors and Clients should take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by Tutors, Clients and any others in the course of the organisation's work activities.

Such acts will be investigated by Acorn Tutors and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to terminating services with either Tutor or Client and informing relevant authorities.

Further, sexual harassment may amount to a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence and relevant authorities will be informed.

Acorn Tutors commits to:

- Offering opportunities for training, development and progress available to all tutors
- Make decisions concerning Tutors being based on merit (apart from in any necessary and limited exemptions and exceptions allowed under the Equality Act).
- Review practices and procedures when necessary to ensure fairness, and also update them and the policy to take account of changes in the law.

Website Terms

Acorn Tutors does not provide any guarantee that the content on this website is accurate nor does Acorn Tutors offer any warranty about the suitability of the content shown on this website or any documents produced by Acorn Tutors. The user of the website is fully aware that the information provided by Acorn Tutors might be inconsistent and also that Acorn Tutors openly exclude liability for any mistakes to the fullest extent permitted. Acorn Tutors is not liable for any third party website links. Users of the website accept that occasionally the website will be off-line for repairs. All content on the website is property of Acorn Tutors.

The name Acorn Tutors and the website www.acorn tutors.co.uk are the sole property of Acorn Tutors and must not be used without the prior consent of Acorn Tutors.

All goodwill which accrues in the name, website and logo remains the sole property of Acorn Tutors.

Acorn Tutors reserves the right to be able to change these terms and conditions whenever they so wish. These terms and conditions shall prevail over any other terms and conditions.

The Client and the Tutor hereby confirm that both have read, understood and agree to comply where relevant with all Acorn Tutors' policies and terms and conditions.