

TERMS & CONDITIONS FOR CLIENTS

Oxford Tutors acts as the agent on behalf of the tutor (Tutor) and will introduce the Tutor to the client (Client).

Fees and Payment

- Lessons are payable in advance to Oxford Tutors, at an hourly rate agreed by Oxford Tutors and the Client.
- The Client is responsible for checking invoices to ensure that lessons have been correctly logged.
- The Client must not make direct payments to the Tutor at any time.

Expenses

- Any expenses (e.g. textbook or equipment purchases) must be agreed in advance between the Client and the Tutor.

Non-solicitation

- The Client must not make private arrangements for tuition with a Tutor introduced by Oxford Tutors. If this obligation is breached, the Client is then liable to account to Oxford Tutors for all sums paid to the Tutor without deduction and Oxford Tutors shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

Liability

- Oxford Tutors provides a matching service, acting as an agent for Client and Tutor. We interview all our tutors carefully and collect references, but they are not our employees. It is the Client's responsibility to ensure that adequate adult supervision is in place during tutorials.
- Oxford Tutors accept no liability for any claims by the Client arising out of or related to tutoring by a Tutor introduced by Oxford Tutors.

Cancellation policy

- The Client and the Tutor are responsible for notifying one another in advance of any necessary changes to the tuition timetable. Wherever possible an alternative date will be arranged.
- Oxford Tutors operates a 48-hour cancellation policy and reserves the right to charge the Client in full if a lesson is cancelled at short notice.

Data Protection & Retention

- All Client data is held securely within the TutorCruncher database. TutorCruncher is our Data Processor and is GDPR compliant.
- All Client data will be held until requested to be deleted by the Client or for 1 year after the last lesson taught by one of our Tutors.

Subject Access Request

- All Clients have the right to request to see what data we hold. This may be requested by emailing info@oxfordtutors.com. We will aim to respond within 30 days.

Use of Personal Data we hold

- We will use the data we hold to communicate with the Client information about lessons, progress reports, invoicing and other marketing information about Oxford Tutors services where relevant. You may opt out of this communication at any time, but this may affect the services we can offer.

General

- Oxford Tutors reserves the right to alter these Terms and Conditions.
- For any alterations or variations of these Terms and Conditions to be valid, they must first be approved by a Director of Oxford Tutors.
- Unless otherwise agreed in writing by a Director of Oxford Tutors, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by the Client.

Approval

- Acceptance of our services will be taken to represent agreement to these Terms and Conditions.

TERMS AND CONDITIONS FOR TUTORS

These arrangements are understood and agreed by both parties:

A contract between you (the Tutor) and the Client (the student and/or the student's parent/guardian) is entered into once a tutoring position has been confirmed. Oxford Tutors acts as agent on behalf of both the Tutor and the Client.

Oxford Tutors matches a Client to an appropriate Tutor for a specific tutoring assignment. The Tutor is responsible for the content of lessons and the teaching methods.

Environment

- The Tutor and the Client are responsible for finding and agreeing on a suitable environment in which tuition can take place.

Payments

- Oxford Tutors will agree an hourly rate with the Tutor.
- Oxford Tutors will endeavour to invoice the Client monthly in advance, on behalf of and as an agent for the Tutor. Invoices are sent out around the 20th of each month for the following month's scheduled tutorials.
- The monthly client invoices are based on tutorial hours agreed between Client and Tutor, and recorded in the online TutorCruncher calendar by the Tutor. The invoice is generated automatically from the TutorCruncher calendar. The Tutor needs to be proactive in agreeing with the Client in good time (certainly before the 20th of each month) the lessons for the following month.
- Within 48 hours of each tutorial taking place, the Tutor should 'Complete' that tutorial in the TutorCruncher calendar by setting the lesson status to 'Attended', writing a short lesson report, and ticking the 'Email shared notes' box to ensure that this report is emailed to the Client. This acts as a formal record of the lesson for payment purposes and in the event of a dispute.
- Client payments are always made directly to Oxford Tutors, and never to the Tutor. Tutors are paid monthly in arrears at their pre-agreed hourly rate, on the last Thursday of each calendar month. If completed lessons are not marked 'Attended', or if the lesson report is not written, the payment to the Tutor may be delayed.
- The Tutor must not accept any payment directly from the Client. The Tutor must not enter into discussions about money with the Client – if such discussions arise, the Tutor must immediately and politely refer the matter to the Oxford Tutors accounts office.

Expenses

- All expenses must be agreed with the Client before they are added to the Client's account. The Tutor should keep receipts for books and materials so these may be returned if the Client does not wish to buy them.
- Any expenses incurred by the Tutor without the agreement of the Client will not be reimbursed.

Cancellation policy

- The Client and the Tutor are responsible for notifying one another in advance of any necessary changes to the tuition timetable. Wherever possible, an alternative date and time will be arranged.
- Oxford Tutors operates a 48-hour cancellation policy and reserves the right to charge the Client in full if a lesson is cancelled at short notice, or if a lesson is missed.

Private Arrangements

- Any work referred the Tutor by a Client of Oxford Tutors must be billed through Oxford Tutors on your behalf.
- Oxford Tutors provides the Tutor with students. In consideration of this, the Tutor is not permitted to make private arrangements for tuition with Clients introduced by Oxford Tutors, or with any new Client introduced by an Oxford Tutors' Client. Should you breach this obligation, you will be liable to account to Oxford Tutors for all sums received from the Client or new Client without deduction and Oxford Tutors shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination of this Agreement.

Damages

- Oxford Tutors does not accept any liability for any claims by the Client arising out of or related to the carrying out of the tutoring by the Tutor and the Tutor agrees to indemnify Oxford Tutors without limit in respect of any such claims.

Confidentiality

- The Tutor undertakes that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of Oxford Tutors, except that you may disclose Oxford Tutors' confidential information as may be required by law, court order or any governmental or regulatory authority.
- The Tutor shall not use Oxford Tutors' confidential information for any purpose other than to perform your obligations under this agreement.

Data Protection & Retention

- All Client and Tutor data is held securely within the TutorCruncher database. TutorCruncher is our Data Processor and is GDPR compliant.
- All Tutor data will be held until requested to be deleted by a Tutor, or for a maximum of 5 years after the last lesson taught by a Tutor.

Subject Access Request

- All Tutors have the right to request to see what data we hold. This can requested by emailing info@oxfordtutors.com. We will aim to respond within 30 days.

Use of Personal Data we hold

- Oxford Tutors will use the tutor data it holds for the purposes of the services it provides. Tutors providing personal data consent to the use of that data by Oxford Tutors for the purpose of effecting introductions to Clients, for billing and fee collecting purposes, and to enable Oxford Tutors to contact the Tutor from time to time.

General

- Oxford Tutors reserves the right to alter these Terms and Conditions.
- For any alterations or variations of these Terms and Conditions to be valid, they must first be approved by a Director of Oxford Tutors.
- Unless otherwise agreed in writing by a Director of Oxford Tutors, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by the Tutor.

Approval

- Acceptance of our services will be taken to represent agreement to these Terms and Conditions.

TERMS, CONDITIONS and RESTRICTIVE COVENANTS – INDEPENDENT SELF-EMPLOYED CONTRACTOR

EFFECTIVE 1st JANUARY 2019

BETWEEN

- (1) Oxford Education International Limited, a company registered in England and Wales under registration number 11614270 whose registered office is at Claremont House, 1 Market Street, Bicester, Oxfordshire, OX26 6AA (hereinafter referred to as “we”, “us” or “the Company”)

AND

- (2) Independent self-employed contractor, hereinafter referred to as “you”

IT IS AGREED as follows:

1. General

You have accepted to provide your services as an independent self-employed contractor to the Company in line with the terms entered into with the company. The written or verbal terms therein are integral to this document and the arrangements with the company, and should be read in conjunction with this letter.

2. Duties as an independent self-employed contractor

- 2.1 You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time.
- 2.2 The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.

3. Acceptance of Terms and Conditions

In accepting to provide your services as an independent self-employed contractor it shall be deemed that you have accepted all the terms and conditions set out in this Contract.

4. Restrictions and Confidentiality

- 4.1 You will not at any time, either during the period of your work as an independent self-employed contractor with the company or afterwards, use or divulge to any person, firm or company, any confidential information identifying or relating to the Company, details of which are not in the public domain.
- 4.2 Pre-termination and post-termination restrictions are in the attached Schedule and are an integral part of this agreement.

5. Termination of your status as an independent self-employed contractor

- 5.1 Nothing in this Contract prevents us from terminating your work as a self-employed contractor summarily or otherwise in the event of any serious breach by you of the terms of your agreement as a contractor or in the event of any act or acts of gross misconduct by you.

6. Confidential Information

- 6.1 You shall neither during your term as a self-employed contractor (except in the proper performance of your duties) nor at any time (without limit) after the termination thereof, directly or indirectly, use for your own purposes or those of any other person, company, business entity or other organisation, or disclose to any person, company, business entity or other organisation,
- 6.1.1 any trade secrets or confidential business information relating or belonging to the Company or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities, or any information about the type or details of any the Companies computer software operations or system.
 - 6.1.2 any document marked "Confidential", or any information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential, or any information which has been given to the Company or any associated company in confidence by customers, suppliers or other persons.
- 6.2 You shall not at any time during your term as a contractor with the Company make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company.
- 6.3 The obligations contained in this Clause shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of your period as a contractor, other than by way of unauthorised disclosure.

7. Intellectual Property

The Company owns the intellectual property provided to you, the independent self-employed contractor, for the purposes of your work and the engagement, and that created by you in the course of work for the Company. This includes but is not restricted to trade secrets, trademarks, copyrights, inventions and patents. As you will be working on creating new business models, products, services, designs and marketing materials with geographical indications, all related work, images, designs and written work are the property of the Company. As an independent self-employed contractor, you have a duty to create intellectual property as part of your duties. The scope of confidential information which is subject to obligations described in this letter in other clauses, includes the confidential information that the Company has provided you for the purposes of the engagement, and the new intellectual property created by you as independent self-employed contractor in the course of the engagement. The obligations include that you as the independent self-employed contractor will keep all confidential information (as defined in this letter) and Intellectual Property, confidential and will not disclose it to another person. You furthermore agree, warrant, covenant and undertake not to use it in any manner whatsoever. This obligation continues after the contractor agreement and period has ended.

8. Company Policies

All independent self-employed contractors have a duty to adhere to the Company's other policies from time to time in force, including but not exclusive to the Company's Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

9. Data Protection

The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the Company's data protection policy and privacy notice from time to time in force.

10. Changes to Terms and Conditions

The Company may amend, vary or terminate the terms and conditions in this document at any time.

11. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

12. Self-Employed Contractor acceptance of terms of this agreement

You hereby warrant and confirm that you are not prevented by previous terms and conditions, or in any other way, from working as an independent self-employed contractor with the Company or performing any of the duties of an independent self-employed contractor as referred to above. When providing your services to the Company as an independent self-employed contractor, and by accepting payment for these services, you accept entirely and all the terms of this Agreement.

13. Governing Law

These Terms and Conditions for self-employed contractors shall be governed by and construed in accordance with the laws of England and Wales.

14. The attached Schedule of pre- and post-termination restrictive covenants is integral to and should be read in conjunction with this Contractual Agreement

Issued for and on behalf of Oxbridge Education International Limited.

Schedule

Independent Self-employed Contractor – Pre-termination and Post-termination Restrictions

1. The words and expressions referred to in this Schedule shall have the meanings set out below:

- "Customer"** means any person, firm or company to whom the Company has supplied goods or services;
- "Prospective Customer"** means any person, firm, or company or group of clients, client segments or by geographical grouping, which the company has identified for marketing purposes or to whom the Company has been in contact with in any communication form.
- "Independent Self-employed Contractor"** means any person who provides services on a part time basis as an independent self-employed contractor or consultant to the Company or any Associated Company at the Termination Date, with whom you have had personal contact, and
- (i) who has had material contact with Customers or suppliers of the Company; or
 - (ii) who possessed confidential information relating to the Company or any Associated Company; or
 - (iii) whose duties included research into or development of any product or services or the provision of any technical or product support; or
 - (iv) who had access, by means of their participating in the Company or any Associate Company operations, meetings, sales and marketing or client-related processes.
- "Termination Date"** means the date when your status as an independent self-employed contractor terminates.
- "Associated Company"** includes any firm, company, corporation or other organisation which:
- (i) is directly or indirectly controlled by the Company; or
 - (ii) directly or indirectly controls the Company; or
 - (iii) is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
 - (iv) is the successor in title or assign of the firms, companies, corporations or other organisations referred to above.

2. **Non-competition**

2.1 During the period you work as an independent self-employed contractor and for a period of 18 months following the Termination Date, you agree not to compete, directly or indirectly, with the business of the Company and its Associated Companies, notwithstanding the cause or reason for termination.

2.2 This restriction shall extend for a radius of one hundred miles from the present location of the Company and also related to screen-based tutoring for clients within a one hundred mile radius or within a one hundred mile radius of any hubs or business partners or supplier companies or agents, actual or prospective, where Oxbridge Education International Ltd has a working relationship or is in communication with as a potential supplier or business partner or agent and/or is active worldwide.

2.3 The term "compete" as used in this clause means that you shall not own, manage, operate, consult for or work as a self-employed contractor or be employed in a business substantially similar to, or competitive with, the business of the Company.

3. **Non-solicitation of Customers**

During the period you work as an independent self-employed contractor and for a period of eighteen months following the Termination Date, you agree that you shall not directly or indirectly, solicit, assist in soliciting, accept, or facilitate the acceptance of, or deal with, the business of any Customer or Prospective Customer of Oxbridge Education International Ltd and any of its Associated Companies .

4. **Non-solicitation of Employees and/or Self-employed Contractors and Consultants**

During the period you work as an independent self-employed contractor and for a period of eighteen months following the Termination Date, you agree that you shall not, directly or indirectly:

4.1 attempt to induce any Employee or independent self-employed contractor or consultant to leave the employment or work as an independent self-employed contractor or consultant of the Company or to cease to provide his or her services to the Company; or

4.2 employ or obtain the services or work of a consultant or independent self-employed contractor or any person who within twelve months prior to the Termination Date was an officer, employee, consultant or self-employed contractor of the Company.

5. **Undertaking**

You agree that in the event of receiving from any person, firm or company, an offer of employment or proposal to work as an independent self-employed contractor or as a consultant, either during your period of work as an independent self-employed contractor with the Company or during the continuance in force of any of the restrictions set out above, you will immediately provide to such person, firm or company, a full and accurate copy of this Schedule.

6. **Severability**

The provisions in the Terms and Conditions of work as a self-employed contractor regarding severability shall apply equally to this Schedule.

7. **Independent Self-employed Contractor acceptance of terms of this agreement**

You hereby warrant and confirm that you are not prevented by previous terms and conditions, or in any other way, from working as an independent self-employed contractor with the Company or performing any of the duties of an independent self-employed contractor as referred to above. When providing your services to the Company as an independent self-employed contractor, and by accepting payment for these services, you accept entirely and all the terms of this Agreement.