Tutoring Services Contract Terms

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Tutoring Services Contract Terms

Customers who book sessions on the Sunbeam Education platform with Tutors are free to agree to these Tutoring Services Contract Terms (the **Tutoring Terms**) in whole or in part, or to agree to different or additional terms with the Tutors.

If these Tutoring Terms are agreed between the Tutor and Customer, these Tutoring Terms apply to each Tutoring Session delivered by a Tutor to a Customer. Each Engagement is to be recognised as a separate project, to which these Tutoring Terms apply (unless agreed otherwise).

If and to the extent that the Customer and the Tutor have not agreed to different terms, then they agree to incorporate these Tutoring Terms into their Service Contract. AP Tutoring Limited is not a party to any Tutoring Terms regardless of whether these Tutoring Terms are incorporated.

Where relevant, these Tutoring Terms are subject to the Terms of Service https://sunbeameducation.com/terms-of-service/. Where the Terms of Service and the Tutoring Terms conflict, the Terms of Service shall prevail.

1. **PARTIES**

The parties to these terms are the Customer and Tutor (the **Parties**) identified on the Sunbeam Education platform once a booking has been made. The address of each party is the address entered on the Sunbeam Education platform.

2. **TUTORING SERVICES**

The Tutor shall provide the Tutoring Services to the Customer's child, according to the Customer's selections when booking the relevant tutoring session.

The Tutor Fees shall be as identified on the booking page on the Sunbeam Education platform, and shall be collected by the Sunbeam Education platform on behalf of the Tutor.

The Parties agree that the Tutor is performing services as an independent contractor. Tutor agrees to perform the services with reasonable care and skill.

The Parties agree that, once accepted, the Tutoring Terms cannot be amended by a party without the written consent of the other.

3. **TERMINATION AND CANCELLATION**

The Parties must only use their online account on the Sunbeam Education platform, accessible via https://app.sunbeameducation.com/ when communicating with each other and cancelling sessions.

Right to Cancel: Customers may cancel the Tutoring Session within 14 days of the date when the Customer makes a booking with the Tutor (**Cancellation Period).** The Tutor will not commence the provision of the Tutoring Session during the Cancellation Period unless the Customer expressly request us to do so.

Please note that where the Customer expressly asks the Tutor to commence the provision of the Tutoring Sessions during the Cancellation Period:

- the Customer will lose their right to cancel the Tutoring Session, if the relevant Tutoring Services are fully performed by the Tutor; and
- the Customer will be liable to pay to the Tutor an amount for the relevant Tutoring Sessions supplied up to when the Customer informs the Tutor that the Customer intends to cancel the Tutoring Sessions, which will be proportionate to the full price for the relevant Tutoring Sessions.

Cancellations and rescheduling: The Customer may request to cancel or reschedule a booking through the website. For cancellations or rescheduling:

- with more than 24 hours' notice: The Customer may transfer their booking to another available time; and
- with less than 24 hours' notice (or where the Customer is more than 10 minutes late or does not show up): the Customer's booking will be forfeited, with no refund.

The Customer's Obligations: Customers agree that they will:

- comply with our reasonable requests and requirements;
- provide accurate information to the Tutor; and
- inform the Tutor of any physical or medical conditions that may affect your participation.

If Customers want to cancel or terminate their Weekly Subscription or Courses with the Sunbeam Education, this needs to be done separately via the Sunbeam Education platform at https://app.sunbeameducation.com/. (https://app.sunbeameducation.com/)

4. **INTELLECTUAL PROPERTY RIGHTS**

4.1 THIRD-PARTY RIGHTS

The Tutor represents and warrants that the Tutor will not incorporate or use the intellectual property of any third party in delivering the Tutoring Sessions that are not generally available for use by the public or for which the Tutor does not have a licence to use.

4.2 LICENSE TO USE THE TUTOR DELIVERABLES

Upon Tutor's receipt of full payment from Customer for delivery of the relevant Tutoring Session, the Tutor hereby automatically grants to the Customer a non-exclusive, indefinite, and royalty-free right to use, for personal educational use, the Tutor Deliverables shared during the relevant Tutoring Session with the Customer or the Customer's child. For the avoidance of doubt, the Tutor does not assign or licence any rights to any Background Intellectual Property.

5. **CONSUMER LAW RIGHTS**

5.1 The Customer has rights if there is something wrong with the Tutoring Services.

If the Customer thinks there is something wrong with the Tutoring Services, the Customer must contact the Tutor and seek to remedy the issue. The Customer's legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that the Customer can opt for raising a complaint with the Tutor.

5.2 Summary of the Customer's key legal rights

The Consumer Rights Act 2015 says:

- The Customer can ask the Tutor to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if the Tutor can't fix it.
- If a price hasn't been agreed upfront, what the Customer is asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

6. **COMPLAINTS**

In the event of a dispute, the Parties agree to follow the Customer Care Policy https://sunbeameducation.com/customer-care-policy in raising and dealing with complaints.

7. **GOVERNING LAW AND JURISDICTION**

These Tutor Terms are governed by English law. Wherever the Customer lives, they can bring claims against the Tutor in the English courts. If the Customer lives in Wales, Scotland or Northern Ireland, they can also bring claims against the Tutor in the courts of the country they live in. The Tutor can claim against the Customer in the courts of the country the Customer lives in.

6. **DEFINITIONS**

The following capitalized terms have the following meanings:

"**Background Intellectual Property**" means all Inventions developed by Tutor other than in the course of providing Tutoring Sessions to Customer under the Service Contract and all Inventions that Tutor incorporates into Tutor Deliverables.

"**Customer**" means any person who entered into a Service Contract to obtain Tutoring Sessions from a Tutor.

"**Customer Care Policy**" means the policy for raising and dealing with Customer complaints of their Tutor, accessible via https://sunbeameducation.com/customer-care-policy.
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"**Engagement**" means the booking, via the Sunbeam Education Platform, of a Tutor to provide Tutoring Sessions to the Customer or the Customer's child, under a Service Contract.

"**Tutor**" means the relevant tutor on the Sunbeam Education platform who entered into a Service Contract to deliver Tutoring Sessions for a Customer.

"**Tutor Deliverables**" means the materials that the Tutor produces for the Customer and the Customer's child, for the Customer's personal educational use and retention. These do not include the Background Intellectual Property.

"**Tutor Fees**" means the fees payable for the Tutoring Sessions under an Engagement, as identified on the Sunbeam Education platform at the time of booking or purchase.

"**Tutoring Sessions**" means the tutoring services performed for or delivered to Customers by Tutors.

“**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“**Invention**” means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein.

“**Service Contract**” means the contractual provisions between a Customer and a Tutor governing the Tutoring Sessions to be performed by a Tutor to the Customer for an Engagement.