

1. Qualified Tutor responsibilities

The Qualified Tutor undertakes to:

- 1.1 Provide the member access to the members WhatsApp community.
- 1.2 Provide access to events
- 1.3 Provide access to the training listed available for members and their listed tutors.
- 1.4 Communicate valid discount codes and links to the member.
- 1.5 Provide opportunities for sponsorship of Love Tutoring Events.
- 1.6 Provide a Qualified Tutor logo to be shared.
- 1.7 Provide the opportunity for the independent member or business member to become 'Certified'
- 1.8 Once certification is verified the member will be given access to be listed on the Qualified Tutor Directory.

2. The member responsibilities.

The member undertakes:

- 2.1 Provide the Qualified Tutor team with all evidence required to complete Certified Status to be listed on the Directory and email hello@qualifiedtutor.org of any changes to contact details.
- 2.2 Use the Qualified Tutor logo/membership card on their email signatures, websites and marketing collateral. Update their membership card annually to ensure it is in date. Do not tamper with the design or information on the membership.
- 2.3 Independent members to ensure they are always subscribed to the Update Service for their Enhanced DBS and Tutoring Business to ensure their policies and procedures ensure they only deploy tutors who are on the DBS Update service.
- 2.4 Exclusive offers for members must not be shared with anyone.
- 2.5 Ensure their Safer Recruitment policy and Onboarding of tutors is reviewed every 12 months, should they choose to recruit.
- 2.6 Business Members will manage the completion of training for each named tutor.
- 2.7 Use of exclusive discounts and offers that are fit for their needs. Do not share the discounts with anyone, these are for Qualified Tutor to distribute to Qualified Tutor members only.
- 2.8 Attend and participate in Love Tutoring events.
- 2.9 Share the Love Tutoring Events within and outside of their own organisation and encourage them to attend.
- 2.10 Ensure completion of safeguarding training every 2 years for any named tutors and ensure up-to-date safeguarding training/ policies and procedures are in place
- 2.11 Use the Love Tutoring Events to work with Qualified Tutor to raise standards in the tutoring profession.

3. Circumstances beyond the reasonable control of either party

If Qualified Tutor or the Member (“party”) fails to perform or delays in performing any obligation due to circumstances beyond that party’s reasonable control (“Force Majeure”), that party shall not be considered to be in breach of or liable for that failure or delay.

4. Termination

4.1 For force majeure

4.1.1 Where there is Force Majeure and as a result it reasonably appears to either party at any time that the Event cannot commence, or cannot continue until its conclusion as or when contemplated by this Agreement, either party may promptly at that time terminate this Agreement by notice to the other party.

4.1.1.1 the Event has commenced and Promotion activity has provided the Partner with a substantial part of the benefit contemplated by this Agreement, a fair and reasonable part of the Partnership Fee (having regard to that part of the benefit provided) not exceeding 50% of it shall be and remain payable, and any sum previously paid over and above the fair and reasonable part payable shall be promptly returned to the Partner.

4.2 For no good reason

If Qualified Tutor cancels Activities at a time when there is no Force Majeure and there is no breach of this Agreement by the Partner, Qualified Tutor may do so by notice to the Partner but may not retain or receive any Partnership Fee, and the Qualified Tutor must promptly return any of it previously paid.

4.3 For breach

Either party may terminate this Agreement by giving notice to the other if the other commits any breach of a material obligation under this Agreement (including failure to pay any sum due) and fails to remedy it within <<30>> days after being given notice containing details of the breach and requiring it to be remedied. Upon such termination, if the party in breach is:

4.3.1 Qualified Tutor, may not retain or receive any Membership Fee

4.3.2 the Supplier, Qualified Tutor will remain entitled to receive and retain all of the Membership Fee, and if the Member has not at that time paid any of it to Qualified Tutor, it will promptly then do so.

5. Confidentiality

Except as the parties may otherwise agree in relation to any particular information, each party undertakes to the other to keep confidential all confidential information of the other, to use it only if and to the extent necessary to carry out this Agreement, and not disclose any such confidential information to any third party. This undertaking shall not apply to any information which is in the public domain otherwise than due to a breach of this undertaking.

6. Data Protection

6.1 For complete details of the First Party’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which

personal data is used, the legal basis or bases for using it, details of the Other Party's and third parties' rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. Each Party's Privacy Notice is available on request.

7 Notices

Any notice to be given under this Agreement by either party to the other shall be in writing, signed by or on behalf of whoever gives the notice, and given by email or by hand or first class post letter as follows:

- 7.1 To the Member, on the email address provided on sign up or
- 7.2 To Qualified Tutor, to [Hello@qualifiedtutor.org](mailto>Hello@qualifiedtutor.org)

8. Fees

- 8.1 **Fees Payable:** Details of fees for your chosen category of membership are provided by Qualified Tutor at enrolment. Membership subscriptions are payable either in full for the commitment period, and then annually thereafter, or monthly by Direct Debit.
- 8.2 **Direct Debits:** Qualified Tutor offers a monthly Direct Debit payment facility which is provided by Stripe™. The option to pay annual membership subscription by monthly Direct Debit installments is contractual. Should this arrangement be broken the balance of the subscription for the entire commitment period will become immediately payable in full.