

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Lessons”	means the lessons supplied by Tutor and as updated from time to time;
“Students”	means the students purchasing lessons through TutorBox’s System;
“Order”	means a request made by a Student for the purchase of any of Tutor’s Lessons
“TutorBox’s System”	means TutorBox’s on-line market place app, back end functions and office procedures as amended from time to time to enable student’s purchases to be processed on-line
“Supply”	means the supply of Lessons under an Order performed by Tutor
“Territory”	means the United Kingdom and in any other jurisdiction in which a Supply is to be made

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2 Appointment of TutorBox

2.1 The Tutor hereby appoints TutorBox to assist in the promotion and sale of the Lessons in the United Kingdom and worldwide using TutorBox’s System to Students and TutorBox hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.

2.2 Tutor represents and warrants to TutorBox that by virtue of entering into this Agreement Tutor is not and will not be in breach of any express or implied obligation to any third party binding upon it.

2.3 Tutor acknowledges and agrees that in being included in TutorBox’s list of Tutors that Tutor has disclosed to TutorBox and/or given its permission to TutorBox to perform all reasonable checks on the accuracy, of all material personal and credit references, consumer credit and any other material information on Tutor’s suitability to perform the Supply. Tutor promises that all such information is accurate and not misleading. Tutor promises that it possesses the necessary regulatory (including health and safety) and tax status to enable Tutor to perform the Supply.

3 Appointment of TutorBox By Agency

3.1 Where these provisions relate to an agreement entered into by an Agency on behalf of Tutor, Tutor confirms and accepts that Agency has the authority to bind Tutor to these terms from the date on which Tutor’s details were first entered into TutorBox’s System.

3.2 Tutor recognises that TutorBox may deal with the Agency introducing Tutor on Tutor’s behalf. Tutor remains bound by the obligations contained herein as if Tutor registered with TutorBox individually.

3.3 Tutor authorises TutorBox to deal with the Agency in fulfilling TutorBox’s obligations to Tutor hereunder including, but not limited to, payment of monies due to Tutor as a result of delivery of the Lessons.

3.4 Tutorbox hereby agrees that on termination of this agreement (howsoever occasioned) that Tutor may continue to promote its Lessons through TutorBox but for a period of 12 months thereafter TutorBox may continue to pay fees for such Lessons direct to Tutor’s Agency or unless otherwise agreed between TutorBox and Tutor’s Agency.

3 Lessons

3.1 Tutor shall use TutorBox’s System to upload details of the Lessons which will be advertised on TutorBox’s System subject to TutorBox’s absolute discretion to include any Lesson.

3.2 TutorBox may at its absolute discretion from time to time include or remove any of the Lessons in or from TutorBox’s System if in its sole reasonable opinion such Lessons are not selling in sufficient quantities or are not attracting such traffic to them or are not of interest to TutorBox’s target Students. TutorBox’s decision is final however it shall discuss such a decision with Tutor.

4 TutorBox’s System

TutorBox hereby agrees to provide Tutor with access to TutorBox's System and Tutor hereby agrees to accept the use of and work in accordance with TutorBox's System for TutorBox to fulfil its rights and obligations under this Agreement and to the end users of TutorBox's System. Tutor hereby agrees that by accepting an order placed by Students, Tutor separately contracts with the Students to perform the Supply and therefore any disputes concerning the performance of the Supply is a matter between Tutor and the Student only.

5 Promotion of Lessons

5.1 Tutor is responsible for maintaining up to date information concerning the Lessons on TutorBox's System and shall respond promptly to any guidance or requirements of TutorBox to amend or enhance such information.

5.2 Tutor shall upload information on the Lessons onto TutorBox's System in accordance with TutorBox's style guidelines. TutorBox may require Tutor to amend the way in which Tutor has marketed its Lessons if in TutorBox's reasonable opinion it is necessary to increase the brand reputation of Tutor or of TutorBox.

5.3 Tutor may use TutorBox's design, marketing and PR services to improve the promotion of Lessons which are chargeable in addition to any fees payable under this Agreement. **[ARE YOU OFFERING ANY VALUE_ADDED SERVICES FOR INDIVIDUAL TUTORS?]**

5.4 TutorBox is at no time obliged to promote any of Tutor's Lessons and does so at TutorBox's sole discretion.

5.5 Tutor shall be entitled from time to time to alter the range of Lessons, or discontinue any of the same, upon giving [10 days] advance notice in writing to TutorBox.

5.6 The manner of promotion of the Lessons by TutorBox is at TutorBox's sole discretion whilst in reasonable consultation with Tutor.

5.7 TutorBox may:

- i) use any advertising, promotional or selling materials in relation to the Lessons whether on social media or otherwise; and
- ii) use any trading styles of the Tutor in connection therewith.

6 Sale of Lessons

6.1 TutorBox shall use its reasonable endeavours to obtain orders for the Lessons, at the prices advertised by the Tutor.

6.2 TutorBox may recommend reductions of prices by Tutor if in TutorBox's reasonable opinion TutorBox believes it may better promote any of the Lessons, subject only to Tutor being able to obtain a reasonable commercial return for such sales.

6.3 Tutor shall inform TutorBox promptly of:

- i) any matters likely to be relevant in relation to the delivery or location of the Lessons within or outside the Territory;
- ii) all applicable laws or regulations concerning sale of the Lessons to the Student of which TutorBox becomes aware.

6.4 Tutor shall ensure that all information regarding cost of delivery of the Lessons to be charged to the Students for an Order placed are uploaded onto TutorBox's System and that such information is accurate. TutorBox's System shall confirm Orders to Students based on information supplied by Tutor and therefore Tutor agrees to honour Orders placed based on the information supplied by Tutor to TutorBox's System.

6.5 Tutor shall promptly inform TutorBox of any problems with meeting an Order or of any on-going issues with its availability.

6.6 Tutor shall communicate with TutorBox as to each Order using TutorBox's System and any other method TutorBox develops from time to time to process Orders.

6.7 Tutor acknowledges and agrees that TutorBox has no obligation to make minimum sales of Lessons.

6.8 TutorBox's entire role is to operate as an online purchasing solution between the Tutor and the Student and Tutor is responsible for ensuring supply of accurate pricing and Lesson information and delivery of Lessons to Students.

6.9 Tutor acknowledges that Tutor is obliged to perform any sales mediated by TutorBox's System.

6.10 Tutor shall promptly supply to TutorBox any lawful terms and conditions that Tutor wishes to apply to a particular Order, otherwise TutorBox has no obligation to include such terms and conditions or sale in its correspondence with a Student.

6.11 Tutor agrees to honour any promotion including discounts offered by TutorBox to its Students provided that such promotion is for a temporary period, and is applicable across all Lessons, a substantial number of them

or an entire class of Lessons on TutorBox's System.**[this might come in useful if you want to run a promotion, but let me know]**

7 Students who are under Minors

7.1 In the event Tutor is delivering the Lessons to those who are minors, Tutor acknowledges that references in these terms to such Students refer to also to those acting on behalf of such Students whether parents carers or otherwise.

7.2 Tutor shall ensure that they have obtained up to date DBS or equivalent clearances before delivering a Lesson to a Student who is a minor. In delivering such Lessons Tutor shall take into account the reasonable direction of those acting on behalf of such Students to ensure a safe and secure teaching environment.

7.3 Tutors shall ensure that a contemporaneous record is kept of any issues arising during the course of delivery of a Lesson and make such records available to TutorBox on demand.

7 Complaints

TutorBox shall inform the Tutor of any complaint or after-sales query concerning the Lessons which is received by TutorBox. Usually TutorBox will require Tutor to resolve any Student complaints direct with the Student however Tutor empowers TutorBox to deal with Student complaints received by TutorBox and TutorBox may resolve any complaints it handles as TutorBox in its absolute discretion sees fit if it believes that it is necessary to do so to protect TutorBox's Student goodwill. Such resolution can include, but need not be limited to, use of TutorBox's ratings systems and consequential withholding of payment to Tutor.

8 Cancellation of Orders

8.1 Tutor shall adhere to TutorBox's Cancellation Policy set out in on TutorBox's System as updated from time to time and once notified to Tutor by TutorBox. Tutor shall adhere to the statutory rights of Students under English law to cancel Orders.

8.2 Tutor is responsible for managing any Student cancellations and shall do so direct with the Student, except that in the event a cancellation is made whilst monies for a particular Order remain with TutorBox, TutorBox may manage the refund of monies to the Student.**[need to discuss your cancellation policy, see also student terms]**

8.3 Tutor shall make refunds direct to Students in the event a refund arises after monies for that Order have been sent to Tutor by TutorBox.

9 Intellectual Property

9.1 Tutor shall, so far as reasonably practicable, notify TutorBox of any actual, threatened or suspected infringement of any Intellectual Property of TutorBox which comes to Tutor's notice, and of any claim by any third party coming to its notice that the supply of the Lessons to the Students infringes the Intellectual Property or other rights of any other person, and Tutor shall at the request and expense of TutorBox do all such things as may be reasonably required to assist TutorBox in taking or resisting any proceedings in relation to any such infringement or claim.

9.2 Nothing in this Agreement shall give Tutor any rights in respect of any trade names or trademarks used by TutorBox in relation to the Lessons or of the goodwill associated therewith, and Tutor hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in TutorBox.

9.3 Tutor shall at the expense of TutorBox take all such steps as TutorBox may reasonably require to assist TutorBox in maintaining the validity and enforceability of the Intellectual Property of TutorBox during the continuance of this Agreement provided that Tutor shall indemnify TutorBox against all costs, claims, damages, expenses or other liabilities arising from or in connection with such steps.

10 Obligations of the Tutor

10.1 Tutor shall use its best endeavours:

- i) at its own expense to supply TutorBox with such promotional and sales information as the parties may consider sufficient for the purpose of promoting sales of the Lessons to the Students;
- ii) to maintain a reasonable level of engagement on social media in support of the Lessons as sold through TutorBox's System and particularly through TutorBox's own social media feeds;**[do you want Tutor to promote his presence on TutorBox]**
- iii) to keep TutorBox updated with future product developments, enhancements or new Lessons the Tutor is aiming to sell;

- iv) to honour (including delivery and accepting any lawful cancellations) any Orders for the sale of the Lessons submitted to the Tutor pursuant to this Agreement;
- v) to maintain sufficient availability to fulfil all Orders made and to ensure that Students are promptly notified through TutorBox's System in the event that there is a reasonable prospect of Tutor not being available to deliver any Orders;
- vii) to comply and continue to comply with all regulatory provisions relating to the supply of the Lessons under any statute, regulation, order, directive or other governing law in force in the Territory at the time of delivery to the Students, including the Supply of Goods and Services Act 1982 in the UK or equivalent legislation in any other jurisdiction. It is for the Tutor to ensure that it is aware of changes to any relevant provisions which may affect its obligations under this clause;
- viii) to assist TutorBox and to respond promptly either direct or via TutorBox to all Student queries received by Tutor or TutorBox.

10.2 Tutor shall ensure that the Lessons are supplied to the Students with information that clearly sets out the suitability for each unit of the Lesson and the steps and precautions that should be taken to ensure that the Lessons are carried out safely and to ensure that the Lessons shall not put others at risk.

10.3 Tutor confirms that the Lessons will be carried out in a safe, professional manner and satisfactory for their intended purpose and that Tutor has the necessary skills and competence (and qualifications where advertised) to perform the Lessons.

10.4 Tutor confirms that the Lessons shall conform with the quality, description and other particulars described to TutorBox (including the specification) for display on TutorBox's System.

11 Financial Provisions

11.1 In consideration of the obligations undertaken by TutorBox hereunder, the Tutor shall pay to TutorBox commission on sales of the Lessons at the advertised price of each item exclusive of any expenses agreed, VAT and any duties or taxes payable (the "Commission").

11.2 TutorBox shall receive full payment from the Student and at least 21 days (or a period to cover the statutory right of Student to cancel the Order whichever is the later) send to Tutor a list of sales made together with a statement of monies due to TutorBox and Tutor shall thereafter invoice TutorBox for the Commission payable such invoice to be paid within 30 days less monies TutorBox's right to set off any monies due to TutorBox from Tutor for any reason under this Agreement. **[to confirm details here]**

11.3 TutorBox may at its election reduce the Commission for any one or more batches of Lessons sold at any time hereafter. The parties may agree to increase the Commission.

11.4 TutorBox will be entitled to commission on sales concluded after this agreement is terminated only if:

- i) that sale is mainly attributable to TutorBox's efforts during the period of this Agreement; or
- ii) if the order for the sale reached the Tutor or TutorBox before this Agreement is terminated.

11.5 Each party shall keep separate records and accurate accounts of all sales of the Lessons made to the Students and shall permit the other party or its duly appointed agents to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once in any period of three months).

11.6 In the event there is any failure of TutorBox's System then TutorBox shall be obliged to pay for any maintaining of the TutorBox System within a reasonable time.

11.7 It is Tutor's responsibility to upload and familiarise itself with TutorBox's System including maintaining the accuracy of information showing on TutorBox's System.

11.8 All sums payable under this Agreement are exclusive of any value added tax (VAT) or other applicable sales tax, which shall be added to the sum in question or otherwise included in any relevant calculation, and where any withholding tax or similar deduction is required to be made, the sum in question shall be paid net of that deduction.

12 Withholding Payments

12.1 TutorBox may withhold payments to Tutor to i) set off against any payments due to TutorBox from Tutor ii) in the event of a Student complaint in order to deal with such complaint as TutorBox sees fit including but not limited to re-payment of the Lesson fee.

13 Confidentiality

13.1 For the purposes of this Agreement "Restricted Information" means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).

13.2 Each party undertakes that, except as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for 1 year after its termination:

- i) use its best endeavours to keep confidential all Restricted Information;
- ii) not disclose any Restricted Information to any other person;
- iii) not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- iv) not make any copies of, record in any way or part with possession of any Restricted Information; and
- v) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions in this clause.

13.3 Either party may disclose any Restricted Information to:

- i) any sub-contractor or supplier of that party;
 - ii) any governmental or other authority or regulatory body; or
 - iii) any employee or officer of that party or of any of the aforementioned persons
- to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Restricted Information is confidential and (except where the disclosure is to any such body as is mentioned in above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this clause, to keep the Restricted Information confidential and to use it only for the purposes for which the disclosure is made; and

to use any Restricted Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Restricted Information which is not public knowledge.

13.4 The provisions of this clause shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

14 Force Majeure

14.1 For the purposes of this Agreement "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other form of industrial action).

14.2 If any Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.

14.3 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

14.4 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 2 months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. For the avoidance of doubt the failure of any one or a collection of Orders shall not of itself constitute a Force Majeure event.

15 Duration and Termination

15.1 This Agreement shall be deemed to come into force on the date of signing this agreement and shall continue until terminated.

15.2 Either party may terminate this Agreement by giving to the other not less than [1] months written notice, during which time Tutor is obliged to continue to honour any Orders made and confirmed by TutorBox.

15.3 Either party may forthwith terminate this Agreement by giving written notice to the other party if:

- i) any sum owing to TutorBox by the Tutor under any of the provisions of this Agreement is not paid within 30 days of the due date for payment;
- ii) that other party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied.

- iii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of that other party, that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986), has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement) or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
- iv) that other party ceases, or threatens to cease, to carry on business; or
- v) control of that other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement.

15.4 For the purposes of clause 15.3, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

15.5 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

16 Nature of Agreement

16.1 Nothing in this Agreement shall create, or be deemed to create a partnership or contract of employment between the parties.

16.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

16.3 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

17 Liability & Indemnity

10.1 Tutor shall indemnify TutorBox and keep TutorBox fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Tutor.

10.2 For the avoidance of doubt this indemnity includes, but is in no way limited to, such loss or damage caused by the Tutor to a Student or a Student's property. Further the Tutor shall indemnify TutorBox for any pecuniary loss suffered by a Student due to inadequate or negligent performance of a Lesson by the Tutor.

10.3 The Tutor acknowledges that should a dispute with a Student be directed at TutorBox that TutorBox has the right to settle such a dispute acting as the Tutor's agent in a way that TutorBox in its sole opinion deems reasonable.

10.4 Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law (for which no limit applies), the liability of TutorBox under this agreement in respect of each event or series of connected events shall not exceed the amount of the Tutor's Lesson fee or £100 whichever is the higher.

10.5 Notwithstanding anything else contained in this Agreement, TutorBox shall at no time be liable to the Tutor for loss of profits or contracts, loss of goodwill or for any special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

10.6 The Tutor shall be liable to TutorBox for loss of profits or contracts, loss of goodwill or for any special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

10.7 To the extent permitted by law TutorBox excludes all terms and conditions that are not expressly stated herein including any warranties as to quality, fitness for purpose or ability to achieve a particular result.

17 Notices and Service

Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given via TutorBox's System and shall be deemed duly given upon the date of transmission.

18 Data protection, IP rights

18.1 With respect to its use of TutorBox's System Tutor acknowledges that it shall be the data controller for any and all personal data processed by it using TutorBox's System and it shall abide by and process such data in accordance with existing Data Protection laws at time to time in force in the European Union.

18.2 Tutor shall indemnify TeacherBox against any claim by any third party for alleged infringement of any copyright or other intellectual property rights which arises as a result of the storage or processing of any of Student's data through TutorBox's System.

18 Laws & Jurisdiction

This Agreement shall be governed and construed in all respects in accordance with the laws of England, and each party hereby submits to the exclusive jurisdiction of the English courts provided that TutorBox in its absolute discretion shall be entitled to refer any dispute arising hereunder to a single arbitrator appointed by the then Chairman of the Bar Council of England the parties to bear their own costs.