

Enrolment Terms of Service

1. **THE PARTIES:** This agreement is between the customer (meaning the parent/guardian/adult student) who has signed page 1 of this agreement and Surrey Home Tutors Ltd, a franchise within the Tutor Doctor brand, company No. 7221045. Correspondence address: 18 Peakfield, Frensham, Farnham, Surrey, GU10 3DX. Tel: 01252 795726. Email admin01@tutordocor.co.uk
2. **TERM:** The term commences upon clearance of first payment and terminates upon fulfilment of the block of hours stated on Page 1, subject to renewal (see paragraph 4). Upon one year of inactivity on your account with Tutor Doctor, any outstanding hours that have been funded will be forfeited and your account will be closed. The commencement of this agreement is in compliance with the "Door Step Selling" regulation. The first payment will not be processed until the 15th day after the agreement has been signed in order to comply with the cooling off period, unless box overleaf is ticked. Tutoring services will commence no earlier than the 14th day after signature and once the first month's payment has cleared.
3. **NOTICES:** "Written notice" means 1) an email notice or 2) a notice delivered by mail to any of the addresses for the customer listed overleaf and for Tutor Doctor as stated in Paragraph 1.
4. **RENEWAL:** The customer and Tutor Doctor agree that with written notice this enrolment may be renewed or extended and that the customer's credit/debit card may be charged accordingly. You must have a computer with hardware and software capable of receiving emails, downloading and reading documents (such as Adobe) and storing them on your computer.
5. **PAYMENT TERMS:** Payment is always to be at least one month in advance of tutoring. Where the customer selects an approved payment plan this will provide for automatic payments by debit/credit card to avoid interruption of service. Customer is responsible for providing valid debit/credit card details. Tutor Doctor is responsible for setting up scheduled payments as outlined on Page 1. This contract serves as your first and only notice of payment.
6. **GUARDIAN:** A guardian, defined as a person over 18 other than the tutor, must be present on the premises during each tutoring session with any student under the age of 18.
7. **TUTORS:** It is understood that Tutor Doctor will do all it can to find a suitable tutor in a reasonable time as defined by Tutor Doctor once first payment has cleared. Tutor availability varies depending on season, subject, and student's availability. All tutors are screened and DBS checked. Any concerns that a customer may have with a tutor match should be shared as soon as concern is noted and discussed with Tutor Doctor to allow opportunity for resolution. Changing tutors may incur a waiting period as a new match or recruit must occur.
8. **TUTOR SOLICITATION:** Tutor Doctor is required to ensure in writing that tutors it has contracted are not allowed to accept direct employment or referrals from Tutor Doctor customers. Solicitation of services with a Tutor Doctor tutor, except through Tutor Doctor, is strictly prohibited and will result in legal action.
9. **SESSION SCHEDULING:** You must contact your tutor for cancellations. Tutor Doctor requires a minimum of twenty-four (24) hours notice to reschedule a session. One session will be deducted from your account if sufficient notice is not provided. The authority to cancel/reschedule sessions within 24 hrs is only allowed by the customer (parent/guardian/adult student). Minimum chargeable session length is one hour. **SESSION REPORTS:** Clients will notify Tutor Doctor within 7 days of each session if hours reported via session reports do not match their own records or if reports are missing. Only hours reported via session reports are deducted from the total enrolment hours. Used tutoring hours are chargeable in all circumstances.
10. **NON-SUFFICIENT FUNDS (NSF PAYMENTS):** An NSF payment may result in the termination of this agreement at the sole discretion of Tutor Doctor. A replacement payment plus an NSF fee of £15 must be received by Tutor Doctor within five business days after customer receives the NSF notification. Declined credit and debit cards and stopped payments are considered as NSF payments.
11. **TRANSFERABLE SERVICE:** Hours are transferable to alternate tutors for alternate subjects as deemed necessary within the same pricing category. Parents, guardians and adult students can reserve hours or place tutoring on hold for alternate courses or transfer them to other family members (living in the same household) as long as 30 days written notice has been given and the transfer is within the same pricing category.
12. **TUTOR DOCTOR'S RIGHT TO TERMINATE:** This agreement may be terminated at any time if, in Tutor Doctor's judgment, the tutoring is being conducted under circumstances not conducive to the student's success. This includes abusive, hostile or unsafe environments; unreasonable expectations placed upon the tutor and any attempts by the customer or student to compromise the tutor's integrity. If Tutor Doctor terminates the enrolment, all paid unused hours will be refunded to the client.
13. **TUTOR DOCTOR GUARANTEE:** Parents, guardians and adult students may request change of tutors within reason, as defined by Tutor Doctor. Used tutoring hours are non-refundable. Within 60 days of enrolment, with written notice, the account can be closed and the closing balance determined as follows: Total monies received minus value of used hours, re-priced to the hourly rate applicable to the actual number of hours used, minus the deposit. A negative balance is due in full to Tutor Doctor at time of cancellation. Tutor Doctor will refund any remaining positive balance within 30 days of cancellation. The £100 deposit is not refundable.
14. **DATA PROTECTION:** Tutor Doctor processes information about the customer and/or the person receiving the tutoring services for the purposes of supplying tutoring services to the enrolled student, for monitoring customer satisfaction, for compliance with legal, regulatory & corporate governance obligations & good practice, for marketing and to advise customer of offers and promotions which may be beneficial. Please contact Tutor Doctor if you would like to correct or request (in accordance with applicable law) information that we hold relating to the customer and/or the student. Tutor Doctor may charge a small fee for providing personal data about customer, as permitted by applicable law.
15. **REFERRAL REWARD:** Earn a free hour of tutoring for each referral that results in a new enrolment. A minimum of one payment to Tutor Doctor must clear to qualify.