

TUTORING TERMS AND CONDITIONS

VERSION 1.1

AS AUTHORISED BY

MR PHILIP GORDON COWBURN T/A PGC ADVOCACY

ON

18 NOVEMBER 2019

Scope & Purpose

1. This Policy is for use alongside all policies and procedures which PGC Advocacy operates. Wherever tutoring services are rendered this policy will operate and will apply and be applied by all those operating on behalf of PGC Advocacy without exception.
2. The purpose of this policy is to protect business reputation and enhance the client experience in line with other PGC Advocacy policies.

Policy Review Date

3. This policy will be reviewed every year the next review date will be 18/11/2020.

Authorisation

4. To be effective this policy must be authorised by Mr Philip Gordon Cowburn who trades as PGC Advocacy.

Definitions

5. 'Client' means an individual receiving tuition. If payment is made by an individual other than a client they will be taken to be acting as agent for the client, but payment will remain jointly and severally enforceable against both the client and their agent.

General

6. BACKGROUND

- a. PGC Advocacy professionals who deliver tutoring on behalf of PGC Advocacy do so as sole traders who work on a commission basis. In return for advertising and payment services professionals allow a percentage of their fees to be deducted and kept by PGC Advocacy.

7. TUTOR QUALIFICATIONS

- a. During the sub-contracting process any prospective PGC Advocacy professional is required to satisfy the PGC Advocacy Operations Manager and the Managing Professional of their competence in any subjects that they deliver. This can be done one of several ways. Most often through formal academic qualification or industrial experience.

8. THE TUITION ITSELF

- a. Initially PGC Advocacy will work with any potential tutees to either put you in contact with your chosen tutor or indeed help you find a tutor which meets your specific needs.
- b. Different professionals have different tutoring methods. These will be tailored to the specific student in question by whichever professional acts as your tutor.
- c. There is no set pattern or material for private tuition.
- d. The background information given before starting is of great help and the Tutor will ask for any additional information needed.
- e. Provision of exercise books and/or textbooks is usually the responsibility of the client however, PGC Advocacy can source these for you in return for a fee.
- f. Tuition normally consists of sessions lasting between one and three hours. Shorter or longer sessions should be agreed in advance between client and Tutor. If a tutor works for six or more hours this policy mandates that they take a one-hour break, which will be incorporated into the client's invoice as this is beneficial for both the client and the professional.
- g. To begin with, it can be difficult to determine how much tuition a student requires PGC Advocacy is experienced in legal tutoring and can often be useful in recommending tutoring plans. All recommendations will be given in good faith.

RESPONSIBILITIES

9. A Tutor cannot be held responsible for child welfare and are not childminders, nor guarding a house and/or household effects while Tutoring. Please ensure that a responsible adult is always on the premises where the Client is under 18 years of age.
10. PGC Advocacy actively discourages home tutoring for the protection of our own team. We will often utilise coffee shops and public libraries to deliver

our services. We have informal agreements in place with several establishments to facilitate this.

ATTENDANCE

11. You will be charged for any professional attendance and preparation at an agreed hourly rate. This will be invoiced to you in advance of the session.
12. All tutoring sessions must be paid for in advance, in line with PGC Advocacy's Debt Recovery and Finances Policy.
13. You will not be charged for professional travel unless the professional is required to cross a county border. In which case you will be required to pay for the travel costs on an 'at cost' basis. Subject to an unsociable hour uplift for any travel between 18.00 and 08.00.
14. Should a client not attend for a session then the full session fee will become payable and will not be rescheduled unless the client re-books any pays another full fee in advance.

ILLNESS & HOLIDAYS

15. Please contact your allocated professional directly over such matters, you must also notify the PGC Advocacy team directly, especially during the usual holiday periods, giving a minimum of 24 hours' notice (except in unforeseeable situations). Cancellations or no-shows without due notice will be payable in full.
16. If your professional is unwell or has a pre-booked holiday or other commitment, then they will rearrange the session for the original fee. No extra fees will be payable.

TUITION STOPPED-BY PROFESSIONAL

17. If a Professional, for any reason, stops tuition mid-course, PGC Advocacy will endeavour to replace that Tutor as soon as possible, subject to availability, in order to minimise disruption to the student's progress.

TUITION STOPPED BY CLIENT

18. Please give at least a week's notice of end of tuition in writing both to your allocated professional and to PGC Advocacy.
19. You must e-mail your notice to the address on your invoice.
20. The CPR deemed service provisions apply to this policy.

PAYMENT

21. All payment is required on the date specified on the relevant invoice, in line with our Debt Recovery & Finances Policy.
22. All payments are made to PGC Advocacy who will then arrange for payment directly to PGC Advocacy Professionals. No payments should be made direct to any PGC Advocacy professional as percentage commission must be taken from the fee. Clients will remain liable for fees invoiced by PGC Advocacy even if they pay the Professional directly.

ONLINE TUITION

23. All terms attached to physical tuition apply to online tuition.
24. Loss of Internet connection will not 'stop the clock' and full rates will still be payable.

FEES

25. All fees are charged out at a specific charge rate, these are outlined in the figure below. PGC Advocacy retains the right to alter these without notice.

Student Type	Charge Rate 1	Charge Rate 2
GCSE	£12.00	£17.00
A-Level	£17.00	£22.00
Undergraduate & GDL	£20.00	£25.00
Postgraduate	N/A	£30.00
BPTC / LPC	N/A	£30.00

Fig. 1 – Fee Charge Rates (as of 18 November 2019)

CONTRACTUAL RELATIONSHIP

26. PGC Advocacy acts as agent of the Professional by providing introductions of Professionals to clients and vice versa. It also collects fees from the client on behalf of the Professional together with its own fee in respect of its administration commission, which is included within the hourly rate quoted for a particular Professional and which is payable solely by the client.

27. This Policy forms a part of the client's contract with PGC Advocacy and with the Professional.

28. All tutors are responsible for their own tax and national insurance contributions as sole traders. PGC Advocacy operates as an agency and a brand. We are not an employer and cannot be held vicariously liable for any actions or omissions of our Professionals.

DATA PROTECTION ACT

29. Mr Philip Gordon Cowburn T/A PGC Advocacy is registered under the Data Protection Act to hold and use client data for the purposes of the services that it provides. Clients providing personal data to PGC Advocacy are consenting to the use of that data by PGC Advocacy for the purpose of effecting introductions to Professionals, for billing and fee collecting purposes and to enable PGC Advocacy to contact the client and/or student from time to time. Where required for legitimate purposes in connection with PGC Advocacy's business and subject to suitable safeguards that data may be transferred to others.

30. All data is further handled in line with our Privacy Policy.

POLICIES

31. Any opinion expressed by a Professional is not necessarily an expression of the opinion of PGC Advocacy.

Tel: 07983433925

Email: contact@pgcadvocacy.co.uk

PGC ADVOCACY
18 NOVEMBER 2019
Netherfield, Nottingham, ENGLAND

Duly authorised by PHILIP GORDON COWBURN