



**Elite IB Tutors**  
Educators in the International baccalaureate

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Elite IB Tutors  
**Terms & Conditions, Student**





## Tutoring Agreement

This Agreement is made between:

1st Party: Elite IB Ltd ("Elite IB") of registered address Flat 1, 20 Queens Gardens, W2 3BD, London, UK, and;

2nd Party: The "Student"

Although Elite IB accepts that mistakes will occasionally be made in relation to booking lessons or in correspondence with tutors, any ethically reproachable action, including but not limited to attempting to deceive, mislead or otherwise misinform Elite IB, will be treated without leniency. The following terms and conditions (the "Terms and Conditions") govern the relationship and dealings between Elite IB and the Student, and between the Tutor and any student to which the Tutor provides tutoring services (in each case, a "Student"). The Conditions are applicable when the Student accepts or conditionally accepts a student by email, telephone, written agreement, or on the Elite IB website at [www.eliteib.co.uk](http://www.eliteib.co.uk) (the "Website"), such acceptance resulting in Elite IB sending an email to the Student with the Tutor's contact details.

Elite IB acts as agent on behalf of the tutor (Tutor) and will introduce the Tutor to the Student (Student).

### Terms and Conditions

#### A. Lesson Cancellation

1. If the Student cancels a Lesson that has been arranged with the Tutor, The Student shall be entitled to cancel or amend a Lesson that has been arranged with the Tutor without incurring a fee, where at least 48 hours' notice of such cancellation or amendment is given to the Tutor. A Lesson cancelled between 24 and 48 hours before the agreed date and time for the Lesson will incur a fee of one hour's Lesson time, and a Lesson cancelled within 24 hours of the agreed date and time for the Lesson will incur a fee of one hour's Lesson time or half of the Lesson Fee, whichever is greater.

2. If the Tutor cancels an arranged Lesson less than 24 hours before the Lesson is due to begin, for a reason other than an accident or an emergency, then the Student is entitled to ask that a subsequent Lesson, up to the same duration, be offered by the Tutor at half of the agreed Lesson Fee unless a mutual alternative agreement has been made between the Student and the Tutor.



## B. Payment

1. Once the Student has been contacted by the Tutor, a sign-up fee of 40CHF is due to Elite IB.
2. In the case of a lesson fee dispute, the hourly lesson fee, confirmed when the tutor's details were sent to the Student, will be used.
3. If the Student does not pay an amount due before the date when it was due then Elite IB reserves the right to charge a late payment fee of up to 15CHF for each e-mail that is sent to the Student with regard to the amount owed. Such e-mails will be sent no more often than once each calendar month. Elite IB also reserves the right to charge interest on any overdue amount at 8% above base rate.
4. The billing process will be under the control of Elite IB who shall send an invoice to the Student either after 5 completed lessons, or after 350CHF is due, whichever is sooner. Payments must be made within 10 days of the date of Invoice. Payments must be made either through the Stripe payment facility on our site, where available, or through online banking transfer to Elite IB. Cash Payments to Elite IB or the Tutor are not accepted in any instances.

4.1. Payments made via banking transfer should be made to:

**IBAN:** CH3609000000140058283

**SWIFTBIC:** POFICHBEXX

**Bank Address:** Postfinance Ltd, Mingerstrasse 20, 3030 Berne, Switzerland

**Company address:** Rue de Cendrier 15, 1201, Geneve

**Account Number:** 14-5828-3 CHF

**Partner Number:** 01252

4.2 Payments made by Stripe, where available, will incur a fee of 0.30CHF + 2.1% and EEA cards or 2.9% for non-EEA and American Express cards.

5. The fees will be calculated at a rate agreed in advance between Elite IB and the Student based upon the timesheets submitted by the Tutor. An additional travel fee may also be applicable, to be agreed with the Tutor. It is the Student's responsibility to check that the invoices match up with their own records of lesson times and durations.

6. Payments must not be made directly to the Tutor at any time. Doing so may lead to a breach of this agreement.

7. Payments made via non-CH bank accounts must take into account any international deductions made by the transferring bank/institution. The Student must account for these extra fees on top of the



base payment.

8. For students who take lessons in pairs or small groups, the normal fee will apply to the first student, with an additional 30CHF per each additional student.

### **C. Miscellaneous**

1. Elite IB reserves the right to request that a Tutor stop arranging Lessons with the Student at any time.

2. The Student shall not engage the Tutor without the consent and knowledge of Elite IB. The Student is not permitted to make private arrangements for tuition with a Tutor introduced by Elite IB. Should a Parent breach this obligation, they will be liable to account to Elite IB for all sums paid to the Tutor without deduction and Elite IB shall be entitled to obtain an injunction against a Parent to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

3. On request, the Student must disclose, to Elite IB, details of each Lesson given by the Tutor.

4. Elite IB do not accept any liability for any claims by the Student arising out of or related to the carrying out of the tutoring by a Tutor introduced by Elite IB.

5. Elite IB reserves the right to alter these terms and conditions. Elite IB will, however, notify the Student in writing of any changes.

6. Unless otherwise agreed in writing by a Director of Elite IB, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Student.

### **D. Approval**

1. Acceptance of our services will be taken to represent agreement to these Terms and Conditions.

### **E. Data Protection**

1. Elite IB and the Client shall comply with their respective obligations under the Data Protection Laws.

2. Elite IB shall procure that each of their Tutors shall also comply with their respective obligations under Data Protection Laws.

3. By entering into this Agreement you consent to our use of your, and where you are the parent or legal guardian of the individual receiving Tutoring to use that individual's, personal data for the purpose of providing the Tutoring which may include (without limitation) effecting introductions to



Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.

4. For the purposes of this Agreement: "Data Protection Laws" means the Swiss Federal Data Protection Act (DPA) and the related Data Protection Ordinance (DPO), as well as any applicable statutory or regulatory provisions and all relevant European Directives and regulations in force from time to time relating to the protection and transfer of personal data.