Agreement for the supply of tuition services

by a self-employed sole trader

('Contract for Services') between

MyEducate Ltd

and

Dated

Tutor Terms and Conditions Agreement for the supply of tuition services by a self-employed sole trader ('Contract for Services') between MyEducate Ltd and Dated:

This Agreement is made on Between:

(1) M a company incorporated in England and Wales (Company number: 09281867 having its registered office at G O'Driscoll & Co, Unit 16 Colchester Road, Heybridge, Maldon, Essex, United Kingdom, CM9 4GD (the "Company") ; and

(2) (the "Tutor").

Definitions

Tutor is defined as "Tutor", the person introduced by MyEducate to the Client Parents/guardians seeking tutoring sessions are defined as "Client", the person to whom the introduction of the Tutor is made Student is defined as "Student", the person who receives the tutoring service through sessions of tutoring/

The owners and company of MyEducate Ltd are defined as "MyEducate" "Session" means the individual contact time between the tutor and the student. "

Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would reasonably be expected from a suitably skilled and experienced person engaged in the Tuition Services or the same or similar type of services as the Tuition Services.

Description of Services

The Tutor is not an employee of . MyEducate Ltd trading as MyEducate is an agent for the introduction of Tutor(s) to the Client. MyEducate does not provide the tutoring services. MyEducate acts as an agency business which engages the Tutor under a contract to provide a service to the Client. Our Terms of Service shall be governed by and construed in accordance with the laws of the United Kingdom regardless of where the tuition takes place. This contract should be read alongside the Terms and Conditions for Clients and Terms and Conditions for Tutors.

General

MyEducate reserves the right to alter these terms and conditions. Unless otherwise agreed in writing by a Director of MyEducate, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Client or Tutor. No variation or alteration of these terms and conditions shall be valid unless approved in writing by a Director of MyEducate. Once a tutoring position has been confirmed, you are entering into a contract between the Tutor and the Client. MyEducate acts as agent on behalf of the Tutor and the Client.

MyEducate is only responsible for finding students and an appropriate Tutor for the specific subject, and is not responsible

for the content of lessons and the teaching methods. The Fee, and other details in relation to this particular assignment, are included in the Assignment Details Emai or WhatsApp correspondence, which is sent out once each new job is confirmed.

Tutor's Responsibilities

The Tutors working with MyEducate have Self-Employment status in the UK and are responsible for their conduct with Clients organised through MyEducate. Tutors are free to work with other employers, and MyEducate ask that they consider the effect of other commitments on their work with Clients introduced through MyEducate. The Tutor agrees to be readily available by email and telephone with the Client and MyEducate (within business hours). If an email or telephone call is missed, the Tutor will contact the Client or MyEducate at his/her earliest convenience but within 24 hours. The tutor shall use reasonable endeavours to accommodate the lawful and reasonable requests of the Company and/or the Client from time to time in relation to the Tuition Services. The tutor should not engage in any conduct detrimental to the interests of the Client or the Company, including, without limitation, any conduct likely to bring the Client or the Company into disrepute; MyEducate reserves the right to alter these terms and conditions. MyEducate will, however, notify you in writing of any changes. Unless otherwise agreed in writing by a Director of MyEducate, these Terms and Conditions shall prevail over any other terms of business or conditions put forward by you. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of MyEducate.

The Company: MyEducate

The Tutor accepts that MyEducate is providing an administrative role for the Client in which MyEducate will:

- negotiate with the Tutor on the Client's behalf to agree upon the terms and services the Tutor will provide;

- request monthly or regular feedback from the Tutor to ensure high tutoring academic standards are met;

- assume all financial roles with respect to tutoring payments;

- provide introductory liaison services between the Client and the Tutor; and -

act as the agent of the Client.

The Tutor will accept all reasonable requests, instructions and communications from MyEducate that are made on behalf of the Client. Neither the Company nor the Client are obliged to offer work to the Tutor, nor is the Tutor obliged to accept or undertake work for the Client or the Company, to work beyond the termination or expiry of the Assignment

Right to Work

Please note that students on Tier 4 Student Visa cannot be Self Employed and so cannot work for MyEducate without an employment contract. Please check your Visa before applying for work through MyEducate. By accepting work with MyEducate, you are agreeing that you have the right to be self-employed and must let a Director know if this is not the case. This will terminate your work with MyEducate and could violate your right to remain in the UK. Please see MyEducate's Safeguarding and Fair Recruitment policies for further details on Tutor's responsibilities regarding the provision and updating of documentation and identification. The Tutor is responsible for accounting for, filing relevant returns and paying all taxes and National Insurance Contributions (NICs). Where necessary, the Tutor must maintain adequate insurance and remains liable to indemnify the Company for any acts or omissions that cause a loss.

Introduction of Tutor to Client

MyEducate is only responsible for finding students and an appropriate Tutor for the specific subject, and is not responsible for the content of lessons and the teaching methods. Once a tutoring position has been confirmed, you are entering into a contract between you (the Tutor) and the Client (the student, or the student's parent/guardian). MyEducate acts as agent on behalf of the Tutor and the Client. The tutor shall have reasonable autonomy in relation to determining the method of

performance of the Tuition Services but in doing so shall co-operate with the Client to help ensure that the Tuition Services are generally delivered in line with the Client's objectives;

Tuition

Throughout the term of the Assignment supply the Tuition Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Tuition Services are performed It is understood that the Tutor will be prepared with a lesson, activities, and worksheets related to the subject curriculum for each Session. The Client will not have any obligation to provide tutoring material for the Tutor unless otherwise agreed upon by both parties. It is agreed that the Tutor shall, at all times, execute the Sessions to the highest standard. The Client may elect to change Tutor after the first lesson if, in the opinion of the Client, the Tutor is not a good fit for the Student. The Tutor will not be held responsible for the Client's academic performance or exam success.

Safeguarding

The Tutor and the Client are responsible for finding and agreeing on a suitable environment in which tuition can take place. The Tutor is engaged by the Client only to provide tuition and is not responsible for the safety, welfare, well-being and care of minor Students or for the protection of any person's property. In the case of Students under the age of 18 years, a responsible adult (other than the Tutor) must be present at the premises at all times during which the Tutor attends for tuition. The responsible adult must make themselves known to the Tutor at the start of the Session. If no responsible adult can be provided, the Session will be terminated and a refund will not be applied. Tutoring should also not take place in bedrooms or other rooms where a door is closed and another responsible adult is not present, whether in person or online.

Cancellations, illness and holidays

Cancellations should be made via email to info@MyEducate.co.uk as well as directly with the Client. Cancelling solely by phone conversation or SMS with the Client is not an effective cancellation since MyEducate may not be aware of it, or able to verify that it was made in the event of a dispute. At least 24 hours' notice must be given to the Client by the Tutor and to MyEducate of the cancellation of a Session for any reason whatsoever (unless the cause is deemed by MyEducate to be unavoidable). If less than 24 hours' notice is given of a cancellation, the Tutor remains responsible for the full fee for the missed Session. The Tutor must contact the Client to advise of any planned holidays giving a minimum of 6 weeks notice. Any cancellation due to illness should also be subject to this notice period however, the Tutor must endeavour to find an alternative date. A minimum of six weeks notice must be given to end tuition in writing to MyEducate. If a Session falls on a Bank Holiday or other national or religious holiday that either the Tutor or the Client wishes to observe, then an alternative Session must be arranged and MyEducate must be informed of any new arrangements.

Expenses

All expenses (including books and travel) must be agreed between the Tutor, the Client and MyEducate in advance. All agreed upon expenses will be added to the invoice as an 'ad hoc charge'. Any books or supplies purchased by the Tutor which are not agreed upon by the Client will not be reimbursed by the Client or by MyEducate. We request that, where possible, all receipts for travel and books are kept by the Tutor for accurate reimbursement. We also ask that these expenses are agreed in writing where possible to avoid future disputes.

Punctuality, Timing & Feedback

The Tutor shall make every effort to be:

- punctual;

- presentable and dressed in a respectable manner;

- polite, diligent, and helpful; and - prepared for each Session.

If, for any reason, the Tutor is late for, or is unable to attend a Session due to circumstances beyond his/her control, the Tutor agrees to contact the Client to notify him/her of this delay or absence, regardless of Session type (in person or online). The Tutor will work with the Client to come to an agreement as to how he/she can make up for this lost time. Using the MyEducate TutorCruncher, the Tutor will, to the best of his/her ability, electronically record what was instructed, completed, and observed throughout each Session. Using the MyEducate system, the Tutor shall keep an up-to-date record of these documents. Where applicable, the Tutor agrees to use (TutorCruncher) to monitor and track their student's progress and keep this up to date following every session. All lesson reports should be completed by the Tutor within 48 hours of the lesson taking place on Tutorcruncher, and the lesson marked complete. The Tutor agrees to be committed to the predetermined times and dates of tutoring Sessions. The Tutor shall, at the request of the Client or MyEducate, provide to the Client or MyEducate, any reports and/or information regarding the Student's academic performance within Sessions. The Tutor acknowledges that failure to deliver and return any timesheets (or other record of work progress agreed by the parties) may (if required by the Company) delay payment to the Tutor while the Company makes enquiries to verify work delivered;

Mobile Phones

Tutors should not use mobile phones during contact time. Where a phone is needed for learning or assessment purposes then this should be explained to the Client and noted to the accompanying adult present in the house and the phone use should be exclusively for the learning purpose intended.

Payment of Fees and Legal Considerations

The fees collected by MyEducate from the client on behalf of tutors are based on the number of hours delivered to the client by the tutor and the tutor's fees from the client will be paid on by MyEducate accordingly. On the pre-determined dates, the Tutor must ensure that all Lesson reports are completed on TutorCruncher. If the lesson reports are not completed, the Tutor will not be paid for that Session. The Tutor will be paid by MyEducate directly via BACS transfer within 2 working days. Tutors will be paid based on the number of hours worked and recorded on TutorCruncher. Any sessions marked as complete after this cut-off date will be paid on the following pay cycle. In order to receive payment, the number of hours claimed by the Tutor must be consistent with the payments submitted by the Client. In the event of a discrepancy, MyEducate will work diligently to resolve the problem. MyEducate will not deduct Income tax from the Tutors monthly pay. It is the responsibility of the Tutor to declare his/her income with HMRC and pay the related taxes. The Tutor will duly pay the tax and national insurance contributions which are due whether in the United Kingdom or elsewhere in relation to the payments to be made to the Tutor by MyEducate under this Agreement; and further agree to indemnify MyEducate in respect of all and any income tax and national insurance contributions which may be found due from MyEducate on any payments made to the Tutor under this agreement together with any interest, penalties or gross-up thereon. MyEducate reserves the right to request National Insurance and Unique Tax Payer References on behalf of HRMC if asked to do so. All amounts payable under this Agreement are exclusive of VAT which, if applicable, shall be payable by the Company at the prevailing rate on production by the Tutor of the Tutor's VAT certificate.

For the purposes of record keeping, you will account for the full fees due from the student as income and the commission as expenditure. All payment arrangements between the Client and the Tutor shall be handled by MyEducate. The Tutor will not be paid directly by the Client. MyEducate sends an invoice to the Client, on behalf of and as an agent for the Tutor as soon as an arrangement is agreed. You will not be entitled to receive your fee until MyEducate has received payment from the client. If MyEducate does not receive payment in reasonable time, Tutors may obtain written permission from a Director of MyEducate to invoice the client directly. The Tutor is not responsible, or permitted, to accept money from Clients. All payments are handled by MyEducate on a half-termly basis. Should the Tutor receive direct payment from the Client, all sums received will be immediately payable to MyEducate and shall be actionable through the Courts without further notice to the Tutor. Any monies owed to the Tutor by MyEducate will be held until the dispute is resolved. Any fees, legal or administrative fees will be deducted or added. MyEducate cannot guarantee that any direct payments will be verified, and accepts no responsibility in the case of a dispute arising from such a payment. The Tutor is not permitted to speak to the client regarding payment matters. Unless otherwise agreed in the relevant Assignment Details, the Fee shall be inclusive of

all expenses and the Tutor shall not be entitled to claim from the Company or the Client any expenses incurred in connection with the performance of the Tuition Services. All referrals payments will be made in the first pay cycle after the referred tutor has completed six weeks worth of tuition. The Tutor acknowledges that he or she is in no way covered by the Client or MyEducate in any matter(s) of insurance and will obtain/purchase, should she/he deem appropriate, his/her own insurance policy in respect of any personal, liability, and/or third party claims. The Tutor understands and agrees that he/she cannot and will not hold MyEducate responsible, legally or otherwise, for any matters relating to, or in connection with, their work and affiliation with MyEducate.

Expected Fee (Rate of Remuneration) rate of more than £15 per hour.

Minimum Fee (Minimum Rate of Remuneration) minimum rate of £15 per hour

Anticipated Payment Terms and Intervals:

Payments to be made on the 15 th of each month or the closet day if it falls on a weekend or public holiday.

Holiday Pay Entitlement:

There shall be no entitlement to holidays or holiday pay as the Tutor is self-employed. Truthfulness and Accuracy The Tutor warrants and represents to the Company that all written and oral statements and information provided by the Tutor to the Company for the purpose of or in connection with the Tuition, including (but not limited to) personal information about the Tutor and/or your qualifications, credentials, references and suitability for providing the Tuition were when provided, and remain, true, complete and accurate. The Tutor guarantees that all information given to the Client (via MyEducate or otherwise), whether prior to or during a Session, is, to their knowledge, true and accurate in all respects. If anything occurs which materially changes the information originally provided, such as but not limited to you being convicted of an offence subsequent to your DBS check, you must inform the Company of this information in order that the information provided to the Company about yourself remains truthful and accurate.

Contract Termination

The Tutor may, at any time, terminate this Agreement with MyEducate for reasons known to and agreed upon by both parties. The Tutor must give a minimum of 6 weeks notice to MyEducate if they wish to discontinue tutoring a student. They also agree to provide a full and detailed handover to the replacement tutor. The Tutor understands that if the Client is, in his/her reasonable opinion, not satisfied with the services provided by the Tutor, the Client must notify MyEducate of this dissatisfaction in writing. MyEducate will carry out all necessary steps to discontinue tutoring with the Tutor.

The Tutor hereby agrees that MyEducate may terminate this agreement with immediate effect if the Tutor:

- commits a serious or material breach of any of his or her obligations as a Tutor;

- repeatedly commits minor, but repeated breaches of obligations under this agreement;

- acts in such a way so as to discredit the Client or MyEducate' business or reputation; or

- is found guilty of any criminal offence.

The Tutor agrees that he/she will not provide paid tutoring services to any MyEducate clientele for a period of two years post resignation or termination. If the Tutor ceases to work with MyEducate during a course of tuition, or ceases to work with a particular Student, either at their own behest or the behest of the Client, and the Student is continuing with their course of tuition from MyEducate, the Tutor will draft a final report. This report will describe the work that the Tutor has done with the Student, and the work that remains to be done. It will describe the Student's areas of strength and areas of development. The aim of the report will be to enable a new Tutor to pick up where the old Tutor stopped. Tutors are expected to be responsive when contacted by MyEducate. If you persistently fail to respond to communication from MyEducate (via email or telephone

or both) then we reserve the right to remove you from our books. MyEducate reserve the right to remove you from our books for breaching this agreement in any way. In addition, we reserve the right to remove you from our books due to unreasonable, inappropriate or rude behaviour such that we feel we are unable to act as your agent. The Tutor shall be liable for and shall indemnify the Company from and against any Loss arising out of or in connection with any breach by the Tutor of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Tuition Service. If for any reason the Client terminates or alters its agreement with the Company relating to the Tuition Services, the Company shall incur no liability for Losses in connection with any such termination.

Confidential Information

The Tutor agrees at all times, during and after his/her time working with MyEducate, to not disclose to others confidential information or knowledge pertaining to the business affairs and operations of the Client, including but not limited to information about other Tutor(s), information about any Client(s) and their family/ies, MyEducate pricing policies, operational methods, marketing plans or strategies, future plans, and business acquisition and/or expansion plans.

Data Protection

The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing personal data in connection with this Agreement. This includes but is not limited to the following- The client agrees to:

(a) not process such personal data for any purpose other than expressly authorised by the relevant data controller;

(c) take reasonable steps to ensure the reliability of all its personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;

(d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.

(e) not transfer, access or process such personal data outside the UK or the European Economic Area without the prior written consent of the relevant data controller (and, if the relevant data controller so consents, take such steps as are required by the relevant data controller to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);

(f) inform the relevant data controller within 24 hours if any such personal data is (while within the Tutor's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable; MyEducate will use the information provided by the Tutors to carry out administrative tasks relating to finances, tutoring sessions, and communications with clients. MyEducate uses tutor data for the purposes of the services that it provides. Tutors providing personal data consent to the use of that data by MyEducate for the purpose of effecting introductions to clients, for billing and fee collecting purposes and to enable MyEducate to contact the Tutor from time to time.

Once the programme and the Tutor's services have ended and/or terminated, the Tutor must dispose of all data, documents and information for the Client confidentiality.

Non-solicitation

In consideration of MyEducate providing you with students, you are not permitted to make private arrangements for tuition with Clients introduced by MyEducate or with new Clients introduced by MyEducate Clients. Should you breach this obligation, you will be liable to account to MyEducate for all sums received by you from the Client/new client without deduction and MyEducate shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination of this Agreement. Any work referred to a Tutor by a Client of MyEducate must be billed through MyEducate on your behalf. MyEducate is happy to negotiate on commission for new clients referred to you by our Clients but MyEducate must process the billing. Any Tuition Services related request that goes beyond or varies what has been agreed in the relevant Assignment Details shall be treated as a variation to the Assignment and the Tutor shall notify the Company via email as soon as reasonably practicable of any proposed alteration, adjustment or extension to the Assignment. The Company shall provide a written response via email and shall not unreasonably withhold its consent to a change or extension requested by the Tutor.

Wellbeing Clause

For the safety and consideration of the Client, Student and Tutor, MyEducate reserve the right to move all home tutoring sessions to an online platform, in event of restrictions being imposed by the Government. This decision may be made prior to those restrictions being enforced if MyEducate feel this is the best course of action. If the Client requests for their own personal reasons, that the sessions are to move to online, the Tutor must respect this and endeavour to fulfil their requirements. Clients, Students and Tutors must respect this decision and only return to home tuition once confirmed with MyEducate. MyEducate will endeavour to ensure a consistent service throughout any such events.

Signed

Edward Smith

Edward Smith on behalf of MyEducate Ltd

and .....

..... Tutor

Signed by

Date: