

Service Level Agreement (SLA) between Private Clients ('the Client') and HA Tutors Limited t/a Harrison Allen ('HA')

HA is a business which provides tuition services as requested by the Client on an hourly basis through independent self-employed tutors.

This Service Level Agreement (SLA) is made on the date that a tutor is appointed for the tuition services requested by the Client from HA and will apply to each request for tuition services made by the Client. The Client booking a lesson with a Tutor is deemed acceptance of the terms and conditions in this SLA.

HA:

1. Will provide suitably qualified and competent tutor(s) for the tuition requested by the Client. Tutor(s) will be selected from HA's register of self-employed tutors and the tutor(s) will perform the tuition services. For Child protection purposes, HA ensure that tutors working with HA all have up-to-date enhanced DBS checks when they are recruited. Tutors are recruited in accordance with our Safer Recruitment Policy (available on our website).
2. Will, if possible, provide appropriate cover arrangements in the case of any extended Tutor absence. HA will keep the Client informed if any unforeseen circumstances necessitate an ongoing change in the agreed arrangements.
3. Will ensure that the tutors provide the Client with reports on the lessons on HA's Management System (to which the Client has secured access).
4. Will comply with Data Protection regulations.
5. Will send the Client an invoice (which will include VAT) by e-mail towards the end of each month with details of the lessons and relevant hourly rates and travel charges (current charges and travel rates are shown on HA's website). The hourly rates charged to the Client include HA's recruitment and support services costs.

The Client:

- 1) Will provide HA with a list of names, addresses and contact details of learners' parents/carers (including emergency contact numbers) which will be kept by HA and the Tutor in accordance with data protection regulations.
- 2) Will provide HA with details of any medical needs of the learner, details of any SEN or behavioural issues, and confirm to HA that the location in which tuition will take place is safe and appropriate.

- 3) Will ensure that a responsible adult is present throughout tuition sessions to ensure compliance with good Safeguarding practice.
- 4) Will allow the Tutor to determine how the tuition services should be performed and agrees that no supervision, direction or control will be exercised over the Tutor in relation to how those tuition services are provided.
- 5) Will provide more than 24 hours' notice to the tutor of the cancellation of any lesson. Failure to provide more than 24 hours' notice will mean that the lesson will be charged in full.
- 6) Will ensure that HA is paid within 10 days of the date of the invoice sent to the Client. HA's preferred method of payment is by Direct Debit Mandate and an additional charge (detailed on HA's website) is levied for payment by any other method.
- 7) Confirms that consent is given to the required use (for the purposes of this SLA) of any personal data or information given to HA.
- 8) Will not introduce the Tutor to any third party other than via HA.

General provisions

- A. Nothing contained in this Agreement shall in any way make the Tutor an employee of HA or the Client and HA confirms that the Tutor is engaged under a contract for services (in respect of which neither HA nor the Client has the right to control or direct the way in which the Tutor performs the tuition services).
- B. The Client acknowledges that HA is not in a position to assess and insure against risks in respect of or during or arising out of the period for which the Tutor is performing the tuition services.
- C. The terms and conditions in this SLA constitute the entire agreement between HA and the Client and supersede any previous agreements.
- D. None of the provisions of the terms and conditions in this SLA is intended to be for the benefit of, or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded
- E. The terms and conditions in this SLA shall be governed by and construed in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.