

Terms of Booking

1. Introduction

The Contract between Client and Tutor covers all tutoring activities and is provided to help both parties work together. Tutor Muten is responsible for its own actions only and takes no responsibility for the actions of the Client or the Tutor.

2. Booking terms

On using the site to make a Booking of a Tutor, the Client creates an agreement with the Tutor to provide a lesson at the specified time and place.

2.1. Clients request a for a tutor on the website, or contact our administration team.

2.2. A lesson is booked when a client request for a tutor; we suggest tutors based on the student requirements. A client will communicate with the suggested tutors to make arrangements and agreements regarding lesson time, then pay for the tutor service. Details of location and subject, contact details and name should be provided.

2.3. The service of the Tutors is available until payment has been confirmed.

2.4. A Booking creates an agreement between the tutor to provide a lesson at the lesson time at the address given, unless it is cancelled in accordance with section 3 and subject to the other terms of this agreement.

2.5. Travel charges and expenses are included in the price unless specifically agreed.

2.6. Any discounts or promotions offered by a Tutor are shown on the payment screen and are deducted from the total.

2.7. The Client and Tutor agree to use Tutor Muten for all future lessons between them.

2.8. Clients are advised that although their booking will be emailed, also can be communicated via WhatsApp text messenger to the Tutor immediately, bookings at short notice or without prior messaging should be regarded as provisional until confirmed.

2.9. A booked lesson must be within a reasonable range of the tutor's headline rate at the time of purchase and must correspond to the amount of time the tutor will work for.

3. Cancellation

A Booking may be cancelled on the site, terminating the agreement to provide a lesson made between Client and Tutor. Both parties will be emailed immediately by Tutor Muten.

3.1. A Client can cancel a Booking on the site at any time before the lesson starts. The Tutor will be emailed immediately by Tutor Muten

3.1.1. Cancellations on the site more than 24 hours in advance will receive a full refund. For Online Study Group lessons, cancellations of more than 48 hours will receive a full refund.

3.1.2. Cancellations within 24 hours will not be refunded without agreement from the Tutor, and Tutor Muten.

3.1.3. Cancelled slots are immediately available for further booking unless removed by the Tutor.

3.2. The Tutor may cancel a lesson on the site giving reasons to the client, if they are unable to make the time. The client will be emailed immediately.

3.2.1. In the event of a tutor cancelling the Client will automatically receive a full refund.

3.3. Cancelling by phone conversation or SMS with the Tutor is not an effective cancellation since Tutor Muten may not be aware of it, or able to verify that it was made in the event of a dispute.

3.4. Lessons and Bookings cannot be cancelled after they have started.

4. Payment terms

4.1. Clients will pay Tutor Muten via the payment system provided on the site.

4.2. Tutor Muten arrange payments.

4.3. Tutor Muten are not responsible for payment processing although will help with communication and dispute resolution if necessary.

4.4. Payment will be sent to the tutor and the lesson will be deemed to have taken place as agreed if neither party, nor agency, raises an issue within 48 hours of the end of the booking.

4.5. Tutors are normally paid within ten days of the lesson or of the expiration of an "Issue" notice period.

4.6. Details of bookings and payments are available from the "lessons" tab of the User's home page.

4.7. Payment is normally made at the time of booking, however where a lesson has already taken place it is possible to book a lesson that has already happened. This may occur where for example the Tutor and Client agree to extend a lesson.

5. Client responsibilities

5.1. The Client is responsible for complying with the website usage policy which they agreed on registration and, in particular must:

5.1.1. Be of legal age, and be in a capacity to agree to these Terms.

5.1.2. Provide accurate, current and complete information about themselves.

5.1.3. Maintain the security of their password and identification.

5.2. The Client needs to make sure the Booking includes the correct address and that they have given sufficient detail for the Tutor to prepare the lesson.

5.3. The Client is responsible for making sure that they are at the address given at the lesson time, and have made suitable arrangements for a tutorial to take place.

5.4. If the lesson does not happen the client is responsible for informing Tutor Muten within 48 hours and raising an Issue. The Issue will be investigated and the Client will then be promptly refunded, if appropriate.

5.5. Clients are responsible for satisfying themselves that a tutor is suitable to work with the student.

5.6. The Client should not pay the Tutor directly.

5.7. The Client accepts that Tutor Muten is responsible for promoting the Tutor's advertised availability and providing communication & payment services for this Contract, but is not responsible for the Tutor's conduct.

5.8. The Client should respect that the Tutor is engaged to educate and not to complete work on behalf of the pupil.

6. Tutor responsibilities

6.1. The Tutor is responsible for their statements on Tutor Muten.

6.2. The Tutor is responsible for keeping their diary of availability as up to date as practicable.

6.3. The Tutor will ensure they are able to meet their Bookings and arrive on time and prepared for the lessons.

6.4. The Tutor accepts that they are responsible for their personal and professional behaviour on and off tutormuten.co.za

6.5. The Tutor agrees to behave in accordance with generally applicable standards of professional behaviour.

6.6. The Tutor is responsible for raising an Issue with Tutor Muten if the client is not at the lesson address at the lesson time, if the arrangements for the lesson are not suitable, or where there is any other behaviour that is inappropriate. Issues should be raised as soon as practicable, and not later than 24 hours after the lesson time.

7. Tutor Muten Responsibilities

7.1. Provide the website which allows parents to find local tutors by subject.

7.2. Verify the identity of the Tutors

7.3. Verify identity, DBS checks, references and certificates of highest qualifications listed for all of our Verified tutors.

7.4. Arrange the collection of the funds when Bookings are made.

7.5. Immediately communicate Bookings and Cancellations to the Client and Tutor via email.

7.6. Refund promptly when Cancellations are made.

7.7. Investigate any Issues and determine how the lesson fee should be allocated.

7.8. Pay the Tutor when the lesson has happened within 10 working days, where no Issue has been raised.

8. Child protection

8.1. Tutor Muten aims to create and maintain the safest possible environment for children and takes very seriously its responsibilities to safeguard and protect the interests of all young people who come into contact.

8.2. **Unless otherwise agreed Tutors are not to be left in sole care of a child.** If you are thinking of the Tutor taking sole care please contact Tutor Muten for the advice and forms.

8.3. Tutors agree to comply with the Child Protection Policy and all relevant legislation and government guidance. Good practice is summarised in Government guidance on Safeguarding Children.

8.4. In the event of any concerns about potentially abusive behaviour towards a child the Client or Tutor should record the details and report it to the management at Tutor Muten who will investigate it and take appropriate action in line with Tutor Muten policy.

9. Further purchases

9.1. The Client and Tutor confirm they will in no way try to undercut, transact independently or otherwise disintermediate Tutor Muten. Such behaviour will be made obvious to both Agency and to Tutor Muten and will result in the Client being required to pay fees and expenses on all independent bookings with the possibility of being blacklisted from future site use.

9.2. Further purchases between a Client and a tutor who were introduced through Tutor Muten are subject to this contract and the Client is jointly liable for any commissions due to Tutor Muten that have been avoided by not booking through Tutor Muten.

10. Definitions

10.1. Tutor Muten: the company Tutor Muten Pty Ltd and its web Site.

10.2. Site: means the website on the domain www.tutormuten.co.za

10.3. User: any person who uses the website.

10.4. Client: a User who is purchasing educational services on the site or intending to do so.

10.5. Tutor: a User who is offering educational services on the website or applying to do so.

10.6. Booking: a lesson that has been booked in accordance with paragraph 2 above.

10.7. Cancellation: a Booking that has been validly cancelled in accordance with paragraph 3 above.

10.8. Issue: a problem with the satisfactory provision of a lesson as agreed in a Booking raised by either Tutor or Client to Tutor Muten.

10.11. Terms of Usage: the terms on which Users may use the website, agreed by the Users on contacting business; as amended from time to time.

10.12. Study Material: Study content posted such as notes, exam pack, tutorial videos on the website & on sale by Tutor Muten.

10.13. Agency: a person or company appointed by the Tutor to manage their business on the website.

10.14. Tutors: a person or company suggested by Tutor Muten to provide educational service.