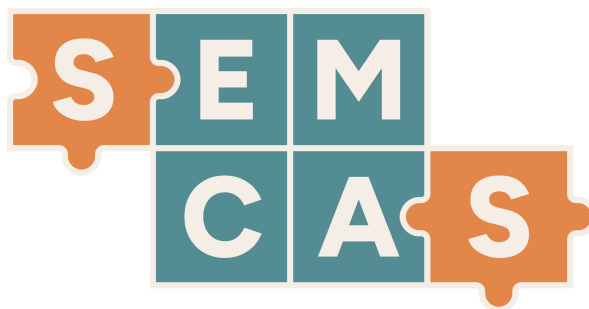




Client Agreement

Semcas Edu Ltd a company registered in England and Wales, registered number 15971536 and whose registered office is at 2, 3 The Paragon, Blackheath, SE3 0NX (“The Company”)

1. Definitions

- 1.1 Agreement - This Agreement and no other
- 1.2 Application - Request for tutoring services
- 1.3 Client - Any persons, company or partnership wishing to register for the purposes of receiving the services provided by Semcas Edu Ltd “Client”, “You”, “Your” or “Yourself”
- 1.2 Company - Semcas Edu Ltd - “Company”, “Us”, “We” or “Our” A Registered Company in England and Wales registered number 15971536 and registered office 2, 3 The Paragon, Blackheath, SE3 0NX.
- 1.5 Services - means the tuition offered and any other Services offered of by the Company.
- 1.6 Site - <https://www.semcas.co.uk>
- 1.7 Terms and Conditions - Our Privacy Policy, Cookie Policy, Website Terms of Use and these Terms and Conditions.

2. Background

- 2.1 Semcas Edu Ltd is a Tutor provider, offering tutors and tutoring services.
- 2.2 We link Clients to Tutors which includes booking and paying for lessons with a Tutor through the Company.
- 2.3 Our role is solely to facilitate the availability of the Tutor and the Services provided by them, such as Appointment scheduling and payment.
- 2.4 While the Company does their best to ensure all meetings are positive and add value, We are not responsible for Client and/or pupil and Tutor or any information or advice exchanged between them, appointments or otherwise.
- 2.5 We ensure all of our Tutors provide us with a current DBS certificate.
- 2.6 We verify the credentials of all of the Tutors to the best of Our ability. You understand and acknowledge that the Tutors are not employees, agents, contractors, subcontractors or in any way affiliated to Us but are independent Service Providers using the Company and to provide their Services to Clients.

2.7 Clients acknowledge and agree that the Company are not liable for any loss or damage caused by your reliance on information provided by the Tutors.

2.8 Clients acknowledge and agree that the Company offer no guarantee as to the Services received. You, the Client, acknowledge and agree that We have no liability for any loss or damage (how so ever caused) caused to You or by You in Your use of our Company and the Services provided by the Tutor.

3. Acceptance - Client

3.1 By using the Company's services, you acknowledge that You have read, understood, and agree to be bound by these Terms, including the Privacy Policy, Cookie Policy and the Website Terms of Use which are all expressly incorporated into this Client Agreement, which together form an agreement that is as effective as if you had signed it.

3.2 You must read all of Our Terms and Conditions prior to making any application to use Our Services.

3.3 If You proceed to make an application which is accepted by Us it is deemed that You have agreed to all of Our Terms and Conditions, this to include Our Privacy Policy (GDPR), Cookie policy and Our Terms of Use of Our Website. If you do not agree to these policies, please do not book any of our Services.

3.4 You must read all of these policies on a regular basis as they may be updated occasionally

3.5 It is Your responsibility to ensure that all of Your details are correct and to up to date with Us if any of Your details change, please inform Us as soon as reasonably possible.

3.6 You acknowledge and agree that You are 18yo or older and able to form legally binding contracts.

4. Client Obligations

4.1 Client obligations to Us: -

4.1.1 We are only responsible for Our actions and not the actions of any other person.

4.1.2 Clients must be over the age of 18 and if registering for a pupil under the age of 18 You are giving your Parental/Legal Guardians consent to the pupil participating in the Services provided by our Tutors.

4.1.3 Clients under the age of 18 must be provided with parental or legal guardian consent. Such consent must be a bonafide parental or legal guardian consent which will be required by Us to be able to process any request for Our tuition Services.

4.1.4 Clients must ensure that all the information put on any application is accurate and up to date. We accept no responsibility for parental or legal guardian disputes.

4.2 When any booking is confirmed, You enter a contract, directly with the Tutor and these Terms and Conditions apply, also see clause 3.2.

4.3 Bookings are only accepted on the basis of payment by bank transfer or credit/debit card. As per clause 7 of these terms.

4.4 Clients are to pay any and all fees, without deduction and in accordance with these terms and conditions.

4.5 All invoices received must be paid in line with our payment's terms at clause 7 below.

4.6 If there are any outstanding fees Your tutor will be prevented from continuing their Services to You.

4.7 Clients will be provided with a valid invoice and receipt for Your Booking and payment must be made to Us, no other person or direct to the Tutor.

- 4.8 Clients will not approach or directly engage the Tutor, who has been introduced to You by Us, within a period of twelve (12) months of Your last booking for or with the Tutor. This will be in strict breach of these Terms and Conditions.
- 4.9 Each Client's booking will be subject to these Terms and Conditions upon placement of a booking.
- 4.10 All Clients must provide suitable information through Us, for the Tutor, to offer appropriate levels of tuition.
- 4.11 The Initial Client Tutor arrangement shall be on a probationary basis for a period of two (2) weeks. If the tutor cancels during this time the Client shall be offered a free one-hour lesson with an alternative Tutor.
- 4.12 All pertinent information disclosed by You for the benefit of the Tutor will be treated in a strictly confidential basis. Both Tutor and Client are also bound by these strict terms of confidentiality.
- 4.13 The Company accepts no liability for any actions, of any nature by any Tutor introduced by Us.
- 4.14 Tutors are interviewed by Us and placed on Our register but are not employees of Ours.
- 4.15 Any Tutor introduced by Us is entirely responsible for their own actions.
- 4.16 It is a requirement for Tutors to have a DBS check.
- 4.17 All pupils must attend all appointments in a timely manner and treat all Tutors with respect and courtesy at all times.
- 4.18 Clients must communicate, directly, to Us and the Tutor any changes in any tutoring sessions, and in a timely manner.

5. The Company's Responsibility to You

- 5.1 The Company shall use all reasonable endeavours to seek to find and introduce to You suitable Tutors.
- 5.2 The Company shall make such enquiries as might be reasonable to ascertain the suitability of any Tutor We may introduce.
- 5.3 The Company provides no warranty or guarantee as to the skills, suitability, qualifications, or experience of any Tutor.

6. Termination

- 6.1 Any Client and/or pupil deemed by Us to be in breach of these Terms and Conditions may be immediately terminated and removed and barred from using the Services.
- 6.2 Any Client deemed by us to be in breach of these Terms and Conditions may be immediately terminated.
- 6.3 Any Client that fails to abide by the Terms and Conditions and the responsibilities hereby shown be unable to use these Services.
- 6.4 The Company shall be the absolute arbiter of this (clauses 6.1, 6.2 and 6.3) and our decision is final, and We shall not enter any arbitration on this matter.
- 6.5 In the event of termination, any fees, subject to these Terms and Conditions, and subject to any expenses and disbursements incurred by Us, whether agreed in advance or not, we shall Pay or reimburse to You to any tuition fees held by Us.
- 6.6 Any party to these terms and Conditions may terminate this Agreement by notice in writing, providing seven (7) days such notice.

7. Fees, Cancellation and Refund Policy

7.1 Our fees are hourly based and once agreed you will receive a confirming email and text.

7.2 Fees are agreed on the following basis: -

Tutor arrangements - such as hours, times agreed such times outside normal working hours, locations, and tutor/client abilities, therefore Clients may receive different rates for the services supplied to them.

7.3 Fees are payable through Bank Transfer or through payment links provided in invoices. Upon payment, please retain a copy of the receipt provided.

7.4 Clients will be invoiced monthly (at the end of each month).

7.5 Our payment terms are strictly seven (7) days from receipt of invoice, should a client have a query on any invoice this must be raised within seven (7) days of receipt of the invoice, no queries will be considered after this date.

7.6 We reserve the right to add interest to any invoice which remains unpaid after fourteen (14) days at a rate of 8% above the Bank of England Base rate presiding at the time. We shall add such interest daily until the account is paid in full plus any accrued interest.

7.7 Cancellation of any lesson with less than 24 hours' notice prior to the lesson, the Client is liable to pay the account in full.

7.8 Cancellation of any lesson with less than 48 hours' notice prior to the lesson, the Client is liable to pay 50% of the account.

7.9 Our Client offers of a one (1) hour free introductory lesson, for in-person lessons only, applies to the first hour only, thereafter the client shall be charged the agreed hourly rate.

8. Liability

8.1 The Company accept no liability for any loss, whether direct or indirect, for loss of business, revenue, profits, wasted expenditure, corruption or destruction of data, or technical failure or for any other indirect or consequential loss whatsoever, howsoever arising from Your use of the Services or of any Tutor introduced.

8.2 The Company hereby exclude all representations, warranties and conditions relating to the Services, of Your use of them to the maximum permitted by law.

8.3 The Client agrees to indemnify the Company and keep the Company indemnified against costs, expenses, claims, losses, liabilities, or proceedings arising from Your use or misuse of the Services.

8.4 The Client must notify the Company immediately if anyone makes or threatens to make any claim against You relating to Your use of the Company Services.

8.5 The Company shall not be liable, under any circumstances, for any Loss, damage, delays or loss of profit or liability suffered or any incurred by the Client arising from or in any way connected to the Company seeking a Tutor any introduction or lack of a Tutor by the Company the engagement of a Tutor, or by any reason arising out of the lack of selection of the Tutor or otherwise by any reason of the omissions, delay, default whether willful or reckless, negligent or otherwise on the part of any Tutor.

8.6 The Client shall ensure that the client or any other pupil has a reasonable place for such tutoring to be carried out.

8.7 The Liability of the Company, will not be greater than the costs of the tuition Fee or £100 whichever is the lesser, under any circumstances.

10. Passwords and Security

10.1 The Client will be required to choose a password and username to register. This password and Username must be unique to each Client. The Client should make their password as unique as possible and change it from time to time.

10.2 It is the Client's sole responsibility to keep secure Your username and password chosen. The Client should ensure that it always remains confidential. It must not be shared with any other person.

10.3 The Client must inform us as soon as such information is known to You of any breach of security involving either Your password or username is brought to Your attention.

10.4 If You are aware or may be aware or believe or have the suspicion that Your password or username has been used in any unauthorised way You must advise Us as soon as it becomes known to You and change Your password immediately to prevent any further breach.

10.5 We accept no responsibility or liability for any unauthorised or improper use or disclosure of any Password.

11. General

11.1 Rights of Third Parties: -

11.1.1 Only the Company and the Client may enforce the terms of this Agreement.

11.1.2 The terms of The Contracts (Rights of Third Parties) Act 1999 are therefore excluded.

11.2 Any provision or provisions which are intended to survive this agreement will do so how so ever this agreement is determine.

11.3 This agreement, our Privacy Policy, Cookie Policy, and Our Website Terms of Use, is the entire agreement and understanding between Us and You. These agreements supersede all previous arrangements and agreements (if any) relating to the matter herein contained. No purported variation of these agreements will be effective unless agreed by both parties and in writing.

11.4 If any provisions of these agreements prove to be illegal or unenforceable, the remainder of these agreements will continue in full force and effect.

11.5 The failure of any party to enforce at any time or for any period any one or more of the terms of these agreements will not be a waiver of them or of the right at any time subsequently to enforce all the terms of these agreements.

11.6 Nothing in these agreements will create, or be deemed to create, a partnership, or the relationship of principle and agent between the parties.

11.7 We are not liable for the failure (technical is otherwise) of the Site or the Services at any time by any means whatsoever including by way of vandalism, theft, fire, act of God, war risks, or any other causes or events beyond Our reasonable control.

12. Dispute Resolution

12.1 the Company and the Client agree and acknowledge that any dispute, claim, or controversy arising out of or in connection with these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or to the use of the Services (collectively "Disputes") shall be submitted to arbitration.

12.2 If the Parties do not agree upon an arbitrator, either Party may request a nomination from the Chair of the Arbitration.

12.3 we both agree and acknowledge that should any dispute arise that an appointment of an officer from The Centre for Effective Dispute Resolution (CEDR) will be made, and his/her recommendation will be adopted.

12.4 We both agree and acknowledge that each Party retains the right to seek injunctive or other equitable relief in a Court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a Party's copyrights, trademarks, trade secrets, patents, or others intellectual property rights.

12.5 the Client acknowledge and agree that we are each waiving the right to a trial by jury or to participate as a plaintiff or class expert in any purported class action or representative proceedings.

12.6 It is agreed and acknowledged unless both of us otherwise agree in writing, the arbitrator may consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceedings.

12.7 If this specific paragraph is held un-enforceable, then the entirety of this "Dispute Resolution," clause will be deemed void.

12.8 Except as provided in clause 12.4, this "Dispute Resolution," section will survive any termination of these Terms.

13. Counterpart and Electronic Signature

13.1 This Agreement may be entered into in any number of counterparts by the Parties to it on separate counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall continue and shall be the same Agreement.

13.2 The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature. Without limitation an electronic signature shall include faxed or scanned versions of an original, electronically transmitted versions of an original or any other electronic means.

14. Law and Jurisdiction

14.1 These Terms and Conditions and any contract made in accordance with them will be subject to and construed in accordance with the Laws of England and Wales and any Party to them will submit to the exclusive Jurisdiction of the Courts of England and Wales.

Signed

Semcas Edu Ltd

Date:

Client (Full Name)

Date:.....