



Issue Date:

Contract not valid if Issue Date blank

Host Tutor Contract for Services

1. Our Relationship

1.1 This contract is between InTuition Languages Ltd (ITL) and the individual accepting the student introduced by ITL (the Host Tutor). The working relationship between the Host Tutor and ITL is on a freelance, self-employed basis. The Host Tutor is responsible for settling their own personal taxes and other statutory deductions.

1.2 Payments made by ITL to the Host Tutor are on a global basis for the provision of teaching and hosting services (together with any additional services requested) and ITL does not hypothecate any element of fees paid to any particular service.

1.3 ITL is not under any obligation to offer hosting and teaching engagements to the Host Tutor and the Host Tutor is not under any obligation to accept any such engagements offered. Neither ITL nor the Host Tutor intends to create any mutuality of obligation between them by agreeing this contract.

1.4 All re-bookings for further courses by students initially introduced to the Host Tutor by ITL shall be arranged through ITL and not by private arrangement between the student and Host Tutor. This also applies to any students making recommendations to friends or colleagues.

1.5 The Host Tutor shall not:

- Make any direct approach or offer to provide services directly to any client of ITL with whom they have had contact during the term of this agreement.
- Conduct any business with any other Host Tutor with whom they have had contact during the term of this agreement.
- Discuss course prices or fees with students.

1.6 The fees charged for hosting and tuition include a charge for ITL providing a debt collecting service on behalf of the Host Tutor.

1.7 In the event of a Host Tutor being unable to provide the teaching and hosting services outlined in this contract once a course has started (for reasons of sickness, family emergency or similar), the Host Tutor may arrange for a substitute (or substitutes) to provide the contracted services for the remaining course period. All substitutes must meet relevant British Council regulations for accredited ELT provision. ITL can also assist in arranging substitutes, if requested to do so by the Host Tutor.

2. Teaching

2.1 Experience indicates that pupils are most receptive to learning in the morning and it is recommended that lessons are concentrated into the morning. In the event that a Host Tutor intends to follow a different timetable to that expected by the student they are asked to inform the student, via ITL, before their arrival.

2.2 In order that ITL can provide the client with feedback on course content and hours taught, a detailed Weekly Lesson Sheet shall be completed at the end of each day's lessons and signed by the student. If the student declines to sign, or there are any problems, ITL must be informed immediately. The Weekly Lesson Sheet and the completed End of Course Report shall be forwarded to ITL at the end of the course.

2.3 ITL and the Host Tutor agree that no other foreign students or paying guests shall be accommodated at the same

time as those introduced by ITL, without prior agreement.

2.4 It is the Host Tutor's responsibility to decide the scope and content of the course, in conjunction with the student and to deliver tuition in whatever way they regard as being most effective. Any teaching materials loaned to the Host Tutor by ITL shall remain the property of ITL.

3. Hosting

3.1 Should any problems arise during a course, ITL shall be informed immediately, to allow prompt rectification. If the student cancels or cuts short their course for any reason, or the student requests to be moved to another Host Tutor, the Host Tutor shall be paid on a daily pro-rata basis for the services delivered.

3.2 The student's room shall be the same as that inspected by ITL. If the Host Tutor has more than one room available for student accommodation, they shall advise ITL as soon as possible during the placement process as to which room shall be used.

3.3 The Host Tutor shall provide meals on a full board basis, unless advised otherwise. The student shall eat with the Host Tutor's and / or their family.

3.4 Should the Host Tutor's house have a gas appliance and flue, responsibility for maintaining this installation to industry-approved standards and for holding a valid gas safety certificate (where required by law) lies with the Host Tutor.

3.5 The Host Tutor shall ensure that adequate insurance is maintained to cover any potential occupier's liability incurred by the Host Tutor's household to the student. The Host Tutor shall indemnify, and keep indemnified, ITL from and against any and all claims for loss, damage or liability whether civil or criminal suffered by the student by virtue of the Host Tutor's failure to properly perform their obligations under this agreement or by virtue of any act, neglect or default of the Host Tutor.

4. Welfare and Safeguarding

4.1 Host Tutors who accept students aged under-18 must meet the criteria outlined in ITL's Safeguarding Policy, Host Tutor Manual and Young Learner Host Tutor Manual.

5. General

5.1 ITL acts as Controller of the Host Tutor's data in accordance with the UK General Data Protection Regulations and ePrivacy Regulations. For full details regarding ITL's processing of Host Tutor data, see our separate Privacy Policy.

5.2 The Host Tutor accepts that these terms and conditions apply to every student sent to them by ITL.

5.3 The construction, validity and performance of this contract shall be governed in all respects by the Laws of England and Wales. The Host Tutor agrees to submit to the jurisdiction of the Courts of England and Wales in the event of dispute.

Details of contracted course:

- **Booking:** Sample Booking
- **Course Start Date:**
- **Course End Date:**

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