

1. Qualified Tutor responsibilities

The Qualified Tutor undertakes to:

- 1.1 Create the member on the QT Directory listing with only the information provided by the member and update within 7 days of any changes received.
- 1.2 Create a custom digital branded membership card with the logo provided by the member. Add the card to the members QT.Directory listing.
- 1.3 Provide online access for DBS applications at the published discounted rate.
- 1.4 Provide access to enrolled participants and invoice if the number per year exceeds the agreed number included in the the membership.
- 1.5 Create and send personalised branded custom digital membership card for each participant once the training commences.
- 1.6 Upload bespoke tasks received, if more are received than the membership allows, an invoice will be sent.
- 1.7 Communicate valid discount codes and links to the QT member.
- 1.8 Provide free online access and discounts for in-person tickets
- 1.9 Provide access to Safeguarding Training at the published discounted rate
- 1.10 Create a custom Onboarding, Induction, Training, and Professional Development Tracker dashboard.
- 1.11 Provide access to the agreed number of admin users.
- 1.12 Provide up to date training of 'how to' access and use the Tracker dashboard
- 1.13 Review and provide recommendations based on the completed audit submitted (agreed amount of times).
- 1.14 Add results to the QT Directory Listing
- 1.15 Provide opportunities for sponsorship of Love Tutoring Events

2. The Partner's responsibilities.

The Partner undertakes:

- 2.1 Provide the QT team with all the information required to set up the listing on the QT Directory and email hello@qualifiedtutor.org of any changes to contact details.
- 2.2 Use their custom membership card on their email signatures, websites and marketing collateral. Update their membership card annually to ensure it is in date. Do not tamper with the design or information on the membership.
- 2.3 Ensure their tutors DBS's are up-to-date at all times and they are subscribed to the update service. The link must not be shared with anyone outside of your organisation.
- 2.4 Ensure the Safer Recruitment policy and Onboarding of tutors is up to date."
- 2.5 Create bespoke tasks for tutors to complete within their QT training and send to the QT team, if the tasks exceed the membership allowance, you will pay the invoice.

- 2.6 Sign up participants as described by the QT team. If the agreed number per year is exceeded, the member will pay the invoice received. The nominated participants must attend and engage in the Safeguarding Training at a minimum. The other modules are encouraged, but optional.
- 2.7 Use of exclusive discounts and offers that are fit for their needs. Do not share the discounts with anyone outside of your organisation, these are for QT to distribute to QT members only.
- 2.8 Attend and participate in Love Tutoring events.
- 2.9 Share the Love Tutoring Events with your team and encourage them to attend.
- 2.10 Do not share any exclusive QT Membership discounts outside of your organisation.
- 2.11 Ensure completion of safeguarding training every 2 years for all tutors and ensure up-to-date safeguarding training/ policies and procedures are in place
- 2.12 Monitor their tutors activity
- 2.13 Use the data to ensure policies and procedures are being met
- 2.14 Add the review and analysis to their operational tasks"
- 2.15 Complete responsible tutoring audit, minimum annually.
- 2.16 Use the Love Tutoring Events to work with QT to raise standards in tutoring together.

3. Circumstances beyond the reasonable control of either party

If Qualified Tutor or the Member ("party") fails to perform or delays in performing any obligation due to circumstances beyond that party's reasonable control ("Force Majeure"), that party shall not be considered to be in breach of or liable for that failure or delay.

4. Termination

4.1 For force majeure

4.1.1 Where there is Force Majeure and as a result it reasonably appears to either party at any time that the Event cannot commence, or cannot continue until its conclusion as or when contemplated by this Agreement, either party may promptly at that time terminate this Agreement by notice to the other party.

4.1.1.1 the Event has commenced and Promotion activity has provided the Partner with a substantial part of the benefit contemplated by this Agreement, a fair and reasonable part of the Partnership Fee (having regard to that part of the benefit provided) not exceeding 50% of it shall be and remain payable, and any sum previously paid over and above the fair and reasonable part payable shall be promptly returned to the Partner.

4.2 For no good reason

If Qualified Tutor cancels Activities at a time when there is no Force Majeure and there is no breach of this Agreement by the Partner, Qualified Tutor may do so by notice to the Partner but may not retain or receive any Partnership Fee, and the Qualified Tutor must promptly return any of it previously paid.

4.3 For breach

Either party may terminate this Agreement by giving notice to the other if the other commits any breach of a material obligation under this Agreement (including failure to pay any sum due) and fails to remedy it within <<30>> days after being given notice containing details of the breach and requiring it to be remedied. Upon such termination, if the party in breach is:

4.3.1 Qualified Tutor, may not retain or receive any Partnership Fee, and it must promptly return any of it previously paid; or

4.3.2 the Partner, Qualified Tutor will remain entitled to receive and retain all of the Partnership Fee, and if the Partner has not at that time paid any of it to Qualified Tutor, it will promptly then do so.

5. Confidentiality

Except as the parties may otherwise agree in relation to any particular information, each party undertakes to the other to keep confidential all confidential information of the other, to use it only if and to the extent necessary to carry out this Agreement, and not disclose any such confidential information to any third party. This undertaking shall not apply to any information which is in the public domain otherwise than due to a breach of this undertaking.

6. Data Protection

6.1 For complete details of the First Party's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party's and third parties' rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. Each Party's Privacy Notice is available on request.

7 Notices

Any notice to be given under this Agreement by either party to the other shall be in writing, signed by or on behalf of whoever gives the notice, and given by email or by hand or first class post letter as follows:

7.1 To the Partner, on the email address provided on sign up or

7.2 To Qualified Tutor, to Hello@qualifiedtutor.org

8. Fees

8.1 Fees Payable: Details of fees for your chosen category of membership are provided by Qualified Tutor at enrolment. Membership subscriptions are payable either in full for the commitment period, and then annually thereafter, or monthly by Direct Debit.

8.2 Direct Debits: Qualified Tutor offers a monthly Direct Debit payment facility which is provided by Stripe™. The option to pay annual membership subscription by monthly Direct Debit instalments is contractual. Should this arrangement be broken the balance of the subscription for the entire commitment period will become immediately payable in full.