



Tutors' Alliance Membership – Terms and Conditions of Basic and Professional Membership

These terms and conditions, together with the Privacy Policy will govern your membership with Tutors' Alliance. Please also see the Tutors' Alliance Website Terms and Conditions which will govern your use of the Tutors' Alliance Website, www.tutorsalliance.co.uk

In these terms and conditions the following words shall bear the following meaning:

Tutors' Alliance means Tutors' Alliance Limited, 27 Claremont Street, Aberdeen, AB10 6QQ

Member means any member of Tutors' Alliance or any person or persons intending to or who have applied for membership of Tutors' Alliance upon the terms and conditions contained herein.

Membership Year the Membership Year will run for 12 months from the date a member joins Tutors' Alliance. This date will be stated in the Welcome Letter sent to all new members.

Website means the Tutors' Alliance Website www.tutorsalliance.co.uk

1. Membership

Membership is provided via two membership schemes – basic and professional membership.

Basic membership includes a Tutor Check; an Enhanced Criminal Records Bureau check (England and Wales) or an Enhanced Disclosure Scotland check (Scotland); public liability insurance provided by Hiscox Insurance; a Guide to Tutoring; access to the Tutors' Alliance Marketing Service, Tutors' Alliance Connect and a quarterly Tutors' Alliance magazine.

Professional membership includes a Tutor Check; an Enhanced Criminal Records Bureau check (England and Wales) or an Enhanced Disclosure Scotland check (Scotland); public liability and professional indemnity insurance provided by Hiscox Insurance; Key Documents Pack; a one-to-one business consultation with Valerie Kemp; ongoing business support; a

Guide to Tutoring; preferential access to the Tutors' Alliance Marketing Service, Tutors' Alliance Connect and a quarterly Tutors' Alliance magazine.

2. Membership Details

Membership is supplied on an annual basis and all members who wish to renew their membership must do so annually.

All applications for membership of Tutors' Alliance are to be made via the Application Form, in accordance with the Guidance supplied in the Guidance Notes. Applicants are advised that Tutors' Alliance will only check and vet academic qualifications which have been obtained in the United Kingdom.

Any applications which are incomplete or incorrect will be returned for the tutor to remedy. There will be an additional £5 administration charge levied for the processing and mailing costs incurred by Tutors' Alliance in sending back applications. The tutor must pay his or her own mailing costs when returning the corrected application to Tutors' Alliance.

Tutors' Alliance has the right to seek out information relating to the applicant from third parties whose details have been provided by the applicant to Tutors' Alliance in order to provide an accurate Tutor Check.

Tutors' Alliance may need to obtain further information from applicants in order to proceed with an application for membership. Applicants agree to cooperate fully with Tutors' Alliance to provide this information. Where information is missing and/or incomplete and the applicant cannot remedy this, then the application will be refused. One-off payment members will be entitled to a refund minus a £49 administration fee and subscription members will forfeit the £49 one-off payment but will be released from their obligation to pay the remainder of the membership fee by Direct Debit.

Before an application for membership will be processed, payment must be made in accordance with the information provided below.

The annual membership fee for Basic Membership is payable as a one-off charge of £219 on submission of the Application Form or £49 payable on submission of the Application Form plus 11 monthly payments of £20 payable by Direct Debit through our Direct Debit partner, FastPay Ltd. Members who elect to pay by Direct Debit must sign a mandate before an application for membership is accepted. This mandate will be posted to applicants once an application form has been received.

The annual membership fee for Professional Membership is payable as a one-off charge of £329 on submission of the Application Form or £49 payable on submission of the Application Form plus 11 monthly payments

of £30 payable by Direct Debit through our Direct Debit partner, FastPay Ltd. Members who elect to pay by Direct Debit must sign a mandate before an application for membership is accepted. This mandate will be posted to applicants once an application form has been received.

All membership charges are to be paid in sterling, with payment for the one-off charge by cheque or through Paypal where payment can be made by debit card or by credit card. Cheques should be made payable to Tutors' Alliance Ltd. Membership fees are revised annually and will be notified to members in writing prior to the date of renewal of membership.

Tutors' Alliance will review each application before sending out a Welcome Pack to successful applicants. On acceptance of the membership application by Tutors' Alliance, members shall be bound during the continuance of membership by these Terms and Conditions including any amendments made in accordance with the procedure set out below.

Tutors' Alliance reserves the right at all times and in its absolute discretion to determine the number of members in Tutors' Alliance and may accept or reject applications for membership as it feels fit.

All applications for a Tutor Check must be made in good faith. All information must be true and correct to the best of the tutor's knowledge and belief. Any applications which contain information which is incorrect or untrue, whether these statements are made deliberately or negligently, will be refused and no refund will be given.

Tutors' Alliance will create the Tutor Check in a way which fairly reflects the information provided. The content of the Tutor Check is entirely at Tutors' Alliance's discretion. Although Tutors' Alliance endeavours to send out a Welcome Pack 28 days after the application has been received, there is no guarantee that this can be done. Tutors' Alliance will update applicants where there is to be a delay.

3. Terminating Membership

Membership is to be renewed annually. Tutors' Alliance will email each member once the membership is coming up to renewal (i.e. in the eleventh month of membership). If a member does not pay the annual membership fee then the membership is not continued and the member will not have the benefit of membership.

Tutors' Alliance reserves the right to expel members if the member brings Tutors' Alliance into disrepute or if the member is misusing the services which Tutors' Alliance provides. Where a member is expelled, he or she is liable to pay the remainder of the annual membership fee and no refund will be given.

We regret we are unable to offer refunds if membership is cancelled for whatever reason.

Those members who have elected to pay for their membership via a Direct Debit subscription must pay the monthly fee for eleven consecutive months. If a Direct Debit is cancelled without the prior written authorisation of Tutors' Alliance, the member will be liable to pay the remainder of the subscription membership fee by cheque or Paypal immediately. Any failure to make payment is considered a serious breach of these Terms and Conditions and may result in the member being expelled from Tutors' Alliance and legal action being taken against the member. Tutors' Alliance reserves the right to charge an administration fee for any Direct Debit which is cancelled without authorisation or where a member wishes to change the bank account from which the Direct Debit is taken.

4. Enhanced Disclosures

Acceptance of all applications is conditional on the receipt of an acceptable Enhanced Disclosure certificate from either the Criminal Records Bureau or Disclosure Scotland. All applicants must undergo an Enhanced Disclosure check and details of this will be provided once the Application Form has been received by Tutors' Alliance. Where Tutors' Alliance is unsatisfied with the Enhanced Disclosure, the application will be refused. One-off payment members will be entitled to a refund minus a £49 administration fee. Subscription members will forfeit the £49 one-off payment but will be released from their obligation to pay the remainder of the membership fee by Direct Debit.

Tutors' Alliance will not be held responsible for any delay in processing the Enhanced Disclosure.

Tutors' Alliance's decision on the satisfaction of the Enhanced Disclosure certificate is entirely at Tutors' Alliance's discretion.

5. Insurance

Public Liability Insurance (Basic and Professional members) and Professional Indemnity Insurance (Professional members) is provided by Hiscox Insurance. The Membership fee includes insurance as outlined above but members will be responsible for completing any documentation required and abiding by the Terms and Conditions of cover of Hiscox Insurance. Insurance cover is only provided where members have had an application accepted by Hiscox Insurance. Tutors' Alliance is not responsible for overseeing or otherwise engaging in any manner with either the application decision, claims or cancellation processes in relation to insurance provided by Hiscox Insurance.

6. Variation of Terms & Conditions

These terms and conditions may be revised from time to time. If they are revised, we will post the revised version to you or email them to you. It will be your responsibility to keep up-to date with all such changes and your membership renewal and continued use of membership services or the Website shall be deemed acceptance of any changes to these terms and conditions.

7. Data Protection and Intellectual Property

We will respect the privacy of your data which you supply to us in accordance with our Privacy Policy and forms part of these Terms and Conditions, and in accordance with the Data Protection Act 1998 and any other applicable data protection legislation. You agree that it is your responsibility to keep your data accurate and up to date and to send us new or revised data where appropriate. You further agree that we may use your data as set out in our Privacy Policy.

We will use your data to administer your membership. Where you obtain information about other Members you must use this in accordance with the Data Protection Act 1998.

Other members and the general public may also use the personal data you make available on the Tutors' Alliance Website. Do not make any information public which you do not want others to see.

If you have a concern about how another person is using your personal data, or if you think it is being used in breach of these terms, please contact us at info@tutorsalliance.co.uk.

You acknowledge that the internet is not a completely secure medium, and we therefore cannot be responsible for breaches of security arising out of intentional and/or unauthorised attempts to access the Website, for example, by computer hackers. In addition, we are not responsible for the use made of your personal data by others who access it through the Website.

All information and guidance provided by Tutors' Alliance, including information supplied in the Tutor Check remains the intellectual property of Tutors' Alliance.

8. Governing Law

These terms and conditions shall be interpreted in accordance with Scots law and all disputes shall be subject to the exclusive jurisdiction of the Scottish Courts.