TERMS & CONDITIONS FOR CLIENTS

Newton Academic Tuition Company Limited (“Newton Academic Tuition”) acts as the agent on behalf of the tutor (“Tutor”) and will introduce the Tutor to the client (“Client”) through the use of Newton Academic Tuition’s website [www.newtontutor.hk](http://www.newtontutor.hk/) and its app “Newton Academic Tuition”.

*Fees and Payment*

* Lessons are payable in advance to Newton Academic Tuition, at an hourly rate set by Newton Academic Tuition, depending on the Tutor’s grade (standard, higher or super).
* The Client is responsible for checking invoices in relation to his/her account credit balance, to ensure that correct payment has been made and deducted from his/her account credit balance for tutorial lessons confirmed and booked in the tutorial timetable.
* The Client must not, under any circumstances, make direct payments to the Tutor at any time.

*Expenses*

* Any expenses for learning material e.g. textbooks or equipment used for learning by the Client during tutorial lessons must be borne by the Client.

*Non–solicitation*

* The Client must not, under any circumstances, make private arrangements for tutorial lessons with a Tutor introduced by Newton Academic Tuition. If this obligation is breached, the Client is then liable to account to Newton Academic Tuition for all sums paid to the Tutor without deduction, and Newton Academic Tuition shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

*Liability*

* Newton Academic Tuition provides an online introduction service, acting as an agent for Client and Tutor. All our tutors are carefully interviewed, but they are not employees if Newton Academic Tuition. It is the Client’s responsibility to ensure that adequate adult supervision is in place during tutorial lessons. Clients are also recommended to record and keep videos of tutorial lessons in order to safeguard the integrity of the lessons and to maintain a safe online environment.
* Newton Academic Tuition accepts no liability for any claims by the Client arising out of or related to tutoring by a Tutor introduced by Newton Academic Tuition.

*Cancellation Policy*

* As a general rule, the Client and the Tutor are responsible for notifying one another in advance of any necessary changes to the timing of any tutorial lessons that are already booked. Wherever possible, an alternative date and/or time will be arranged and mutually agreed upon between the Client and the Tutor. For more details, see “Rules for Cancelling and Rescheduling Lessons” as below.
* Newton Academic Tuition operates a strict cancellation and rescheduling policy on the part of the Client, and reserves the right to charge the Client in full if a lesson is cancelled at short notice, or if the Client misses a lesson. See “Rules for Cancelling and Rescheduling Lessons” for further information as below.
* If the Client does not show up for a tutorial lesson more than fifteen minutes after the lesson is due to commence, the lesson is deemed “missed” by the Client. Under such circumstances, the Client is charged in full for the lesson, and the Tutor is paid the full amount of the lesson.
* A Tutor is allowed to cancel any booked tutorial lesson, as long as the cancellation is made officially via Newton Academic Tuition’s website [www.newtontutor.hk](http://www.newtontutor.hk/) or its app “Newton Academic Tuition”, at any time before the start of the lesson.

*Rules for Cancelling and Rescheduling Lessons Client*

* Cancellation - possible up to 48 hours in advance of the agreed starting time of the lesson.
* Upon successful cancellation, full credit for the lesson is returned to the Client’s account, usable for future booking of lessons with the same or another Tutor.
* Rescheduling (1) – possible up to 24 hours in advance of the start of the lesson. The Client can change the tuition time slot to another one that is shown to be available in the same Tutor’s timetable. If the new tuition time slot is within one week of the original lesson, no approval is required from the Tutor.

If the Client wants to reschedule the lesson to an available tuition time slot more than a week after the original lesson, approval is required from the Tutor, which may or may not be granted, depending on the Tutor’s availability and discretion.

* Rescheduling (2) – under 24 hours in advance of the start of the lesson. The Client can change the tuition time slot to another one that is shown to be available in the same Tutor’s timetable. If the new tuition time slot is within 24 hours of the original lesson, no approval is required from the Tutor.

If the Client wants to reschedule the lesson to an available tuition time slot more than 24 hours away from the original lesson, approval is required from the Tutor, which may or may not be granted, depending on the Tutor’s availability and discretion.

* Any lesson can only be rescheduled once without approval from the Tutor. If subsequent rescheduling is required, approval is required from the Tutor, which may or may not be granted, depending on the Tutor’s availability and discretion.
* In both the above rescheduling scenarios, if Tutor approval is required but is declined by the Tutor, the Client’s credit for the lesson is not returned, and the Tutor is paid the full amount of the lesson.

*Tutor*

* Cancellation – A Tutor can cancel a lesson at any time before the start of the lesson.
* If a Tutor wants to cancel a lesson, the cancellation must be submitted via the Newton Academic Tuition website or app before the agreed starting time of the lesson, with an accompanying message to the Client via Newton Academic Tuition’s instant messaging system giving the reason, as a matter of courtesy.
* If a Tutor cancels a lesson, full credit of the lesson is returned to the Client’s account. (A Tutor would of course normally refrain from cancelling any lesson, because there is no guarantee that the income for that particular lesson will be recouped at another time).

If a Tutor cancels a lesson, the Tutor may then reschedule it by arranging an alternative time by mutual agreement between Tutor and Client via Newton Academic Tuition’s instant messaging system. The Client has the right to accept or decline such rearrangement of the lesson.

* If the Tutor does not cancel before the start of the lesson and does not turn up for the lesson, this is considered to be a “no show”.
* In the event of a “no show” by the Tutor, full credit of the lesson is returned to the Client’s account.

*Data Protection & Retention*

* Newton Academic Tuition will only use any data held to communicate with the Client about lessons, progress reports, invoicing and other marketing information about Newton Academic Tuition services where relevant.
* All Client data will be held securely within the Newton Academic Tuition database and for a maximum of 1 year after the Client has cancelled his/her account with Newton Academic

Tuition. All Clients have the right to request to see what data Newton Academic Tuition holds by emailing [enquiry@newtontutor.hk,](mailto:enquiry@newtontutor.hk) and they will receive a response within 30 calendar days.

*General*

* Newton Academic Tuition reserves the right to alter these Terms and Conditions at any time without prior notice.
* For any alterations or variations of these Terms and Conditions to be valid, they must first be approved in writing by a majority of Directors of Newton Academic Tuition.
* Unless otherwise agreed in writing by a majority of Directors of Newton Academic Tuition, these Terms and Conditions shall prevail over any other Terms of Business or Conditions put forward by the Client.

*Approval*

* Acceptance and use of Newton Academic Tuition’s services will be taken to represent agreement to these Terms and Conditions.