

Agreement for Tuition Services

Terms & Conditions

Status	This Agreement constitutes a contract for the provision of services and not a contract of employment, partnership or joint venture and accordingly nothing in this Agreement shall render the Tutor an employee, worker, agent or partner of the Conservatoire and the Tutor shall not hold themselves out as such.
Responsibilities	The Tutor shall carry out the following responsibilities with due care, skill, and diligence, and to the best of their ability:
	Delivery of Courses and Classes as agreed with the Conservatoire.
	Taking a digital register of the attendees of each lesson, and ensuring that Front of House have an accurate knowledge of attendees before the tutor leaves the building. Also, referring any individuals who have not yet paid for the course to the Front of House before allowing them to participate.
	Arrange deputy cover if they are unable to personally deliver the course in accordance with the Absence Policy and Guidance on the Use of Deputies as provided to them from time to time.
	It will remain at all times the Tutor's responsibility to: <ul style="list-style-type: none"> a) remunerate any deputy appointed by them; b) ensure that any deputy appointed by them has an Enhanced DBS certificate (must be no more than 3 years old); c) ensure that any deputy appointed by them is suitably qualified and experienced; d) ensure that any deputy appointed by them is appropriately briefed of the Conservatoire's policies (including without limitation the Conservatoire's Safeguarding Policy and Code of Conduct) and abides by all relevant policies.
	For the avoidance of doubt, the Tutor will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the deputy.
	To follow health and safety guidelines and ensure student safety as outlined in Health & Safety manual.
To read and abide by Conservatoire policies and procedures including Code of Conduct, Safeguarding, Fire Evacuation, Absence & Use of Deputies and Online Teaching.	
Individual Tuition	Tutors to confirm their availability with the Tuition Team on an ongoing basis. The Conservatoire will endeavour to fill tutors' diaries depending on the volume of enquiries received. Individual tutors claim for each taught lesson on a monthly basis. We will try to avoid gaps in tutor schedules but, where these do occur, these cannot be claimed.
Group Tuition	Group Course tutors will liaise with the Artistic Director, Programme Manager, and relevant Programme Leads to ensure that The Conservatoire has all necessary materials and supplies for the proper delivery of the course.
	The Tutor will prepare for and set up the relevant lessons to deliver the courses agreed.

<p>Tutor Training</p>	<p>The tutor agrees to complete the Safeguarding Level 1 Training before teaching at the Conservatoire and the annual Safeguarding Level 1 Refresher Training which is provided before the start of each Autumn term.</p> <p>If you have completed Safeguarding Level 1 training at a different institution you should forward a certificate of completion to either stephanie.callow@conservatoire.org.uk (individual tutors) or naomi.hetherington@conservatoire.org.uk (group tutors).</p>
<p>Termination</p>	<p>The Conservatoire retains the right to cancel courses at its absolute discretion with immediate effect by payment of one week's fees. Where a course has not yet begun, the Conservatoire reserves the right to terminate that course without compensation to you by providing one week's written notice.</p> <p>The Conservatoire may cancel this Agreement with immediate effect if the Tutor: (a) commits a serious or persistent breach of their obligations and duties under this Agreement; (b) are guilty of serious or gross misconduct in connection with the provision of their services under this Agreement; (c) are guilty of conduct which is likely to bring the Conservatoire into disrepute; or (d) the Tutor is guilty of conduct which places the Tutor in a position of actual or potential conflict of interests with the Conservatoire.</p> <p>Upon termination of this Agreement the Tutor shall deliver to the Conservatoire all property which may have come into the Tutor's possession or is subject to the Tutor's control solely under or solely by virtue of the Tutor's engagement under this Agreement and shall not retain any copies thereof, including any Confidential Information (or copies thereof) the Tutor has recorded or stored, and they shall use their best endeavours to permanently remove all Confidential Information from any computer or other electronic device and certify in writing any destruction of Confidential Information to the Conservatoire.</p>
<p>Confidentiality</p>	<p>The Tutor shall comply with the relevant provisions of the Code of Conduct and shall not disclose in any way or form and at any time (whether before or after termination of this Agreement) to any person firm or company any of the Confidential Information save to employees of the Conservatoire whose duties require such disclosure to be made and the Tutor shall not use for their own purposes nor for any purpose other than those of the Conservatoire any such Confidential Information PROVIDED THAT the Tutor may disclose Confidential Information to the extent specifically necessary in the ordinary course of business or in accordance with the Code of Conduct.</p> <p>"Confidential Information" means all secrets or confidential information of or entrusted to the Conservatoire by any third party including, but not limited to, knowledge and information relating to the business, technical processes and lesson plans, creative processes, designs or finances of the Conservatoire or their actual or potential clients, customers, sponsors or suppliers or relating to know-how, inventions or improvements or any other matters connected with the products or services, future plans, ideas, marketing strategies and materials, programme information, terms of employment competitors, productions, contracts or terms of contracts, and business opportunities of the Conservatoire or any of its clients, customers, donors or staff or requirements of the Company.</p>

<p>Indemnities</p>	<p>The Tutor shall be fully responsible for and shall indemnify the Conservatoire in respect of their own income tax, National Insurance contributions, value added tax and any other liability assessment or claim arising from or made in connection with the performance of this Agreement by the Tutor or brought or made by a deputy engaged by the Tutor and shall further indemnify the Conservatoire against all reasonable costs and expenses and any penalty fine or interest incurred or payable by the Conservatoire in connection with any such liability assessment or claim made against the Conservatoire in such respects.</p> <p>The Conservatoire may at its option satisfy any such indemnity owed by the Tutor (in whole or in part) by way of deduction from payments to be made by the Conservatoire under this Agreement.</p>
<p>Payment</p>	<p>Please note that payments from the Conservatoire are made one month in arrears. <i>For example</i>, the payment for all teaching in January is made on the last working day in February.</p>
<p>Jurisdiction</p>	<p>This Agreement is governed by and shall be construed in accordance with English law and is subject to the exclusive jurisdiction of the English Courts.</p>

Contacts

Individual Tuition

Chris Morton – Tuition Administrator – tuition@conservatoire.org.uk

Stephanie Callow – Tuition Administrator – tuition@conservatoire.org.uk

Group Programme

Katherine Stevens - Programme Manager - katherine.stevens@conservatoire.org.uk

Naomi Hetherington – Programme Assistant naomi.hetherington@conservatoire.org.uk