



**Elite IB Tutors**  
Educators in the International Baccalaureate

eliteib.sg  
contact@eliteib.sg  
+65 9099 1775

# Elite IB Tutors Tutoring Agreement





## Tutoring Agreement

This Agreement is made between:

1st Party: Elite IB SG (PTE. LTD.) ("Elite IB") of registered address 36 Carpenter Street, Singapore 059915, Singapore, and;

2nd Party: The "Student". In cases where the "Student" is under the legal age to agree to the Terms and Conditions, the "Student" is taken to be the legal guardian.

Although Elite IB accepts that mistakes will occasionally be made in relation to booking lessons or in correspondence with tutors, any ethically reproachable action, including but not limited to attempting to deceive, mislead or otherwise misinform Elite IB, will be treated without leniency. The following terms and conditions (the "Terms and Conditions") govern the relationship and dealings between Elite IB and the Student, and between the Tutor and any student to which the Tutor provides tutoring services (in each case, a "Student"). The Conditions are applicable when the Student accepts or conditionally accepts a student by email, telephone, written agreement, or on the Elite IB website at [www.eliteib.sg](http://www.eliteib.sg) (the "Website"), such acceptance resulting in Elite IB sending an email to the Student with the Tutor's contact details.

Elite IB acts as agent on behalf of the tutor (Tutor) and will introduce the Tutor to the Student (Student).

Unless otherwise stated, "\$" indicates a sum in Singapore Dollars.

### Terms and Conditions A. Lesson Cancellation

1. If the Student cancels a Lesson that has been arranged with the Tutor, The Student shall be entitled to cancel or amend a Lesson that has been arranged with the Tutor without incurring a fee, where at least 24 hours' notice of such cancellation or amendment is given to the Tutor. A Lesson cancelled for a reason other than an accident or an emergency within 24 hours of the agreed date and time for the Lesson will incur a fee of one hour's Lesson time.
2. If the Tutor cancels an arranged Lesson less than 24 hours before the Lesson is due to begin, for a reason other than an accident or an emergency, then the Student is entitled to ask that a subsequent Lesson, up to the same duration, be offered by the Tutor at half of the agreed Lesson Fee unless a mutual alternative agreement has been made between the Student and the Tutor.

### B. Payment

1. Once the Student has been contacted by the Tutor, a sign-up fee of \$40 is due to Elite IB.
2. In the case of a lesson fee dispute, the hourly lesson fee, confirmed when the tutor's details were sent to the Student, will be used.



3. If the Student does not pay an amount due before the date when it was due then Elite IB reserves the right to charge a late payment fee of up to \$15 for each e-mail that is sent to the Student with regard to the amount owed. Such e-mails will be sent no more often than once each calendar month. Elite IB also reserves the right to charge interest on any overdue amount at 8% above base rate.
4. The billing process will be under the control of Elite IB who shall send an invoice to the Student either after 5 completed lessons, or after \$500 is due, whichever is sooner. Payments must be made to Elite IB within 10 days of the date of receiving the invoice through one of:
  - a. Credit card using the Stripe payment facility on our site,
  - b. By GIRO set up through arrangement with our office, or
  - c. through online banking transfer.
5. The fees will be calculated at a rate agreed in advance between Elite IB and the Student based upon the lessons booked by the Tutor on the portal. An additional travel fee may also be applicable, to be agreed with the Tutor. It is the Student's responsibility to check that the invoices match up with their own records of lesson times and durations.
6. Payments must not be made directly to the Tutor at any time. Doing so may lead to a breach of this agreement.
7. Payments made via bank transfer from non-SG bank accounts must take into account any deductions made by the transferring bank/institution. The Student must account for these extra fees on top of the base payment. We recommend payment by credit card where in which case such fees will be absorbed by Elite IB.
8. For students who take lessons in pairs or small groups, the normal fee will apply to the first student, with an additional \$30/hr per each additional student.

#### C. Miscellaneous

1. Elite IB reserves the right to request that a Tutor stop arranging Lessons with the Student at any time.
2. The Student shall not engage the Tutor without the consent and knowledge of Elite IB. The Student is not permitted to make private arrangements for tuition with a Tutor introduced by Elite IB. Should a Parent breach this obligation, they will be liable to account to Elite IB for all sums paid to the Tutor without deduction and Elite IB shall be entitled to obtain an injunction against a Parent to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.
3. On request, the Student must disclose, to Elite IB, details of each Lesson given by the Tutor.
4. Elite IB do not accept any liability for any claims by the Student arising out of or related to the carrying out of the tutoring by a Tutor introduced by Elite IB.
5. Elite IB reserves the right to alter these terms and conditions. Elite IB will, however, notify the Student in writing of any changes.
6. Unless otherwise agreed in writing by a Director of Elite IB, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Student.



#### D. Approval

1. Completion of registration selecting “I have read and agree to the Terms and Conditions” on our website, or acceptance of our services following registration, and will be taken to represent agreement to these Terms and Conditions.

#### E. Data Protection

1. Elite IB and the Client shall comply with their respective obligations under the General Data Protection Regulation EU 2016/679 (“GDPR”) and Personal Data Protection Act SG 2012 (“PDPA”) requirements, as per the Data Protection Notice found on the following pages.



## **DATA PROTECTION NOTICE**

This Data Protection Notice (“Notice”) sets out the basis which EliteIB SG (Pte. Ltd.) (“we”, “us”, or “our”) may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act (“PDPA”) and the General Data Protection Regulation (“GDPR”). This Notice applies to personal data in our possession or under our control, including personal data in the possession of individuals which we have engaged to provide our services, including but not limited to our tutors.

### **PERSONAL DATA**

1. As used in this Notice, “customer” means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a agreement with us for the supply of any services by us; and “personal data” means data, whether true or not, about a customer who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
2. Some examples of personal data which we may collect from you include your name, contact information such as your address, email address and/or telephone number, gender, graduation date, or financial information such as bank account information should you opt for payment by direct debit. We do not store your credit or debit card numbers.
3. Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

### **COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA**

4. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “authorised representative”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
5. We may collect and use your personal data for any or all of the following purposes:
  - a. performing obligations in the course of or in connection with our provision of the services requested by you;
  - b. verifying your identity;
  - c. responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
  - d. managing your relationship with us;



- e. processing payment or credit transactions;
  - f. sending you marketing information about our goods or services including notifying you of our marketing events, initiatives, and promotions;
  - g. complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
  - h. any other purposes for which you have provided the information;
6. We may disclose your personal data to an unaffiliated third party **only**:
- a. where such disclosure is required for performing obligations in the course of or in connection with our provision of services requested by you. This may include tutors who work with us, or our other branches under EIB Education globally. Each branch of EIB Education is compliant under the GDPR and PDPA where applicable by location; or
  - b. to comply with governmental laws and regulations according to clause 5. g. above.
7. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

#### **WITHDRAWING YOUR CONSENT**

8. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer *via* email to [contact@eliteib.sg](mailto:contact@eliteib.sg).
9. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.
10. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 8 above.
11. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.



### **ACCESS TO AND CORRECTION OF PERSONAL DATA**

12. If you wish to access a copy of the personal data which hold about you, all the information is visible by logging in using your account on the portal (<https://www.eliteib.co.uk/sg/portal>). The information may also be amended following your log in.
13. If you wish to request a record of the ways in which we use or disclose your personal data, you may submit your request in writing or via email to our Data Protection Officer at [contact@eliteib.sg](mailto:contact@eliteib.sg). Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
14. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

### **PROTECTION OF PERSONAL DATA**

15. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our tutors only on a need-to-know basis.
16. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

### **ACCURACY OF PERSONAL DATA**

17. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update the details using the portal if there are changes to your personal data.

### **RETENTION OF PERSONAL DATA**

18. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
19. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for



which the personal data was collected, and is no longer necessary for legal or business purposes.

#### **TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE**

20. In the course of providing support with our global team of tutors, we may transfer your personal data to countries outside of Singapore. If we do so, your personal data continue to receive a standard of protection that is at least comparable to that provided under the PDPA and GDPR.

#### **DATA PROTECTION OFFICER**

21. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, by emailing [contact@eliteib.sg](mailto:contact@eliteib.sg).

#### **EFFECT OF NOTICE AND CHANGES TO NOTICE**

22. This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

23. We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Effective Date: 25 January 2019

Last Updated: 8 January 2019