



# OLEA EDUCATION

## TERMS AND CONDITIONS

**Introduction** | By accessing and using the Olea Education website, you agree to the following terms and conditions. These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website. Although care has been taken to ensure the accuracy of the information on the Olea Education website, information on the site is provided without any representation or guarantee and in no event shall Olea Education be liable in connection with the use of the information made available, unless specifically stated otherwise. Olea Education does not guarantee that the website or the server, which makes this website available, are free from viruses or any other harmful elements.

The website may provide links to other websites, which are not under the control of Olea Education. Olea Education shall not be responsible in any way for the content of such other websites. Olea Education provides such links only as a convenience, and the inclusion of any such website does not imply endorsement by Olea Education of the content of such sites. The users should not create a link to this website from another website or document without Olea Education's prior written consent. These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom. Copyright in the website and its content rest with Olea Education. All rights reserved.

**Fees and Payment** | The billing process will be under the control of Olea Education, who shall send an invoice as soon as the Client has agreed to undertake Olea's Assessment and/or Oraculi mentoring program, unless alternative arrangements have been mutually agreed upon in writing. The fees will be calculated at a rate agreed in advance between Olea Education and the Client on a per hour basis, and based upon the agreed arrangements with the Mentor and Client. Olea Education will provide email or WeChat confirmation, once payment has been received. Payments must not be made directly to the Mentor at any time. Olea Education reserves the right to claim back any payments which were made without our knowledge.



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Olea Education charges for all services upfront, and this payment acts as confirmation of the lesson. No tuition can take place until receipt of this payment has been confirmed by Olea Education and email confirmation has been sent.

**Expenses** | All expenses (including books and travel) must be agreed between the Mentor, the Client and Olea Education in advance. All agreed upon expenses will be added to the upfront invoice as an ‘ad hoc charge’.

**Non – solicitation** | The Client is not permitted to make private arrangements for tuition with a Mentor introduced by Olea Education. Should a Client breach this obligation, they will be liable to account to Olea Education for all sums paid to the Mentor without deduction and Olea Education shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

**Liability** | Olea Education does not accept any liability for any claims by the Client arising out of or related to the carrying out of the mentoring by a Mentor introduced by Olea Education.

**General** | Olea Education reserves the right to alter these terms and conditions. Unless otherwise agreed in writing by a Director of Olea Education, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Client. No variation or alteration of these terms and conditions shall be valid unless approved in writing by a Director of Olea Education.

**Approval** | Acceptance of our services will be taken to represent agreement to these Terms and Conditions.

**Mentors** | Our Mentors are all self employed and are responsible for paying their own taxes. The following arrangements are understood and agreed by both parties:

**Private Arrangements** | In consideration of Olea Education providing you with Clients, you are not permitted to make private arrangements for mentoring with Clients introduced by Olea Education or with new Clients introduced by Olea Education Clients. Should you breach this obligation, you will be liable to account to Olea Education for all sums received by you from the Client/new Client without deduction and Olea Education shall be entitled to obtain an injunction against you to prevent further breaches. This obligation shall continue notwithstanding termination of this Agreement.

Any work referred to a Mentor by a Client of Olea Education must be billed through Olea Education on your behalf. Olea Education is happy to negotiate on commission for new Clients referred to you by our Clients but Olea Education must process the billing.



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**Cancellation** | Lessons attempted to be rescheduled within 24 hours of the lesson start time will be deemed as missed and charged at 100% of the lesson price.

Lessons attempted to be rescheduled within 24 to 72 hours of the lesson start time will be charged at 50% of the lesson price, and rescheduled within 14 days of the original lesson time.

Lessons can only be rescheduled with 72 hours of notice within reason, and within reasonable capacity of the mentor. Every effort will be made to reschedule lessons within 14 days of the original lesson time.

Lessons will expire at midnight (UK time) on the expiry date stated on the invoice. Lessons will not be scheduled before 08:00 or after 20:00 for students for the sake of their wellbeing.

**Payment** | Olea Education will agree to the fee structure with the Client. Payment to Mentors will be made on the final day of each month, provided lesson feedback is received within 24 hours after each lesson. If you are late completing this, or there is incorrect information, your payment may be delayed. You will not be paid directly by the Client. Olea Education sends an invoice to the Client, on behalf of and as an agent for you (the Mentor) as soon as arrangement is agreed. You must not accept any payment directly from the Client. Should you do so, all sums received by you will be immediately payable to Olea Education and shall be actionable through the Courts without further notice to you.

You undertake to Olea Education that you will duly pay the tax and national insurance contributions which are due from you whether in the United Kingdom or elsewhere in relation to the payments to be made to you by Olea Education under this Agreement and further agree to indemnify Olea Education in respect of all and any income tax and national insurance contributions which may be found due from Olea Education on any payments made to you under this agreement together with any interest, penalties or gross-up thereon. For the purposes of record keeping, you will account for the full fees due from the student as income and the commission as expenditure.

**Cancellation Policy** | Both the Client and the Mentor must notify the Director of Olea Education in advance of any holiday commitments they may have; and any changes to the mentoring timetable necessary because of illness or inconvenience. An alternative date will be arranged. 24 hours cancellation notice of any session must be given by the Client, under which Olea Education charges them if they cancel the lesson. See the above for more details. Mentors are entitled to 100% of the agreed sessions payment to them if the Client cancels within 24 hours, outside which none is provided.

**Damages** | Olea Education does not accept any liability for any claims by the Client arising out of or related to the carrying out of the mentoring by you and you agree to indemnify Olea Education without limit in respect of any such claims.

**Confidentiality** | You undertake that you shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information



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concerning the Business, Affairs, Customers, Clients or Suppliers of Olea Education, except that you may disclose Olea Education's confidential information as may be required by law, court order or any governmental or regulatory authority. You shall not use Olea Education's confidential information for any purpose other than to perform your obligations under this agreement.

**Data Protection Act** | Olea Education uses Mentor data for the purposes of the services that it provides. Mentors provide personal data consent to the use of that data by Olea Education for the purpose of presenting and marketing to Clients, for billing and fee collecting purposes and to enable Olea Education to contact the Mentor from time to time. Olea Education reserves the right to alter these terms and conditions. Unless otherwise agreed in writing by a Director of Olea Education these Terms and Conditions shall prevail over any other terms of business or conditions put forward by you. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of Olea Education.

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