

Terms & Conditions

- **For Tutors**

1. You'll be on probation period for session from date of joining
2. Your performance will be evaluated during this period and on finding it unsatisfactory your appointment can be terminated
3. During probation period your monthly salary will be as discussed in your pay scale.
4. You have to teach the required number of hours as specified in the registration form (App). Any change will lead to fine.
5. You will be only getting certificate upon the successful completion of your tenure. You cannot take more than 15days leaves in your tenure.
6. You cannot leave the institute before your tenure if something very urgent comes up then you can apply for resignation 4months post the start of your tenure. Application has to be submitted 2months prior to your resignation on tutorsfactory@gmail.com
7. You are supposed to arrange for your transportation
8. First month 50% of your salary will deducted by Tutors Factory Private Limited as a security deposit for the security of each student allotted to you and will be refunded after smooth completion of your tenure.
9. You cannot refuse to take students which you have mentioned in registration form (App)
10. If any Student leaves Tutors Factory Private Limited you have to sign Class Discontinuation certificate to receive security and salary of the allotted class.
11. You will be responsible for client satisfaction failing which you will be imposed with fine.
12. You have to attend all orientation and training program organized by Tutors Factory.
13. 1000/- Registration and Account activation charges validity Lifetime which is non-refundable.

- **For Students**

1. P/S will get free months additional service (yoga, language, dance, music, coding, soft skills, personality development, drawing and painting) any one by taking yearly package respectively.
2. P/S are entitled to make the payment for "TUTORS FACTORY PRIVATE LIMITED" service through cash/cheque/ online payment at the time of registration.
3. In case of payment by cheque the requested services will be provided by the company only on the realization of the cheque. If the cheque bounces/ fails to be realized, if the company is required to present an alternate cheque for any reason any banking charges incurred by the company in this regard are recoverable by the company from the issue of such cheque.
4. The tutor will be placed within a week or it may take more than a week time in some cases after enrollment of the student with tuition fee received by the company.
5. After placement of the tutor, if P/S is not satisfied with the placed tutor (which happens rarely so far) you may call Tutors Factory Private Limited to replace the tutor as soon as possible. If the P/S is not getting satisfaction with the second tutor too, Tutors Factory Private Limited reserves all rights to the third and last tutor. In case of dissatisfaction with all the placed tutor, the fee would be refunded after deducting the running/current month tuition fee. But for that P/S needs to give a genuine reason for dissatisfaction.

Note:

- a. The refund process may take time at least 15 days from the date of contract Cancellation.
- b. The company will issue the refund in those cases which are eligible for the refund via cheque or NEFT. The company is not obligated to refund the amount by cash)
6. All the terms and conditions including tuition fees should not be disclosed by any means. If the tutor takes interest to know about it, P/S are requested to let "Tutors Factory" know immediately.
7. The P/S should not offer any kind of new tuition/s or take tuitions directly, If the P/S are found to do so, the tutor would be discontinued permanently and P/S will not be eligible for a single amount of amount paid. Because it is a concern of the security/safety of the P/S and it defames the company reputation.
8. The P/S should not take the service or tuition from the same tutor (if it is discontinued by P/S before one year) until the registration date expired.
9. The plan hours will not be valid after the plan expiry date.
10. 1000/- Registration and Account activation charges validity Lifetime which is non-refundable.
11. After placement of the tutor, if P/S is not satisfied with the placed tutor (which happens rarely so far) you may call Tutors Factory Private Limited to replace the tutor as soon as possible. If the P/S is not getting satisfaction with the second tutor too, Tutors Factory Private Limited reserves all rights to the third and last tutor.
12. Plan payment terms(student/parents)
 - a. The plan hours will not be valid after the plan expiry date.
 - b. In case tuition will be discontinued by the parents or the student (whatever the reason is) fee will not be refunded.
 - c. In case of payment by cheque the requested services will be provided by the company only on the realization of the cheque. If the cheque bounces/ fails to be realized if the company is required to present an alternate cheque for any reason any banking charges incurred by the company in this regard are recoverable by the company from the issue of such cheque. If parents exceed the due date of the instalment the classes will be discontinued immediately.

Limitation of Liability

Purpose -

The purpose of this policy is to establish the limitation of liability for Tutors Factory Private Limited ("Company"), a home tutor provider, in relation to its services and business operations. This policy is intended to protect the Company from excessive legal liabilities and to clearly define the extent of its responsibility.

Scope –

This policy applies to all the services provided by the Company, including any related activities, communications, or engagements.

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- Limitation of Liability –
 1. No Warranties :

The Company provides its services "as is" and without any warranties, express or implied, including, but not limited to, warranties of quality, effectiveness, or fitness for a particular purpose.
 2. Limitation on damages :

The Company shall not be held liable for any indirect, incidental, special, consequential, or punitive damages, such as loss of educational opportunities, reputational harm, or emotional distress, whether arising from a contract, tort (including negligence), strict liability, or other legal action, resulting from the use of its services.
 3. Total Liability :

The total liability of the Company for any claim arising out of or in relation to its services or business operations shall not exceed the amount paid by the client for the specific service that is the subject of the claim.
 4. Force Majeure :

The Company shall not be held liable for any failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to act of God, pandemic,

government actions, or other unforeseen circumstances.

- Indemnification –

The client agrees to indemnify, defend, and hold the Company harmless from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of the client's use of the Company's services.

- Time Limit for Claims –

Any claims against Tutors Factory Private Limited must be brought within one year from the date of the alleged incident.

- Compliance –

The client is responsible for ensuring that all applicable laws, regulations, and safety protocols are followed during sessions.

- Severability –

If any provision of this policy is found to be unenforceable or invalid, such provision shall be severed from the policy, and the remaining provisions shall continue to be in full force and effect.

- Survival –

This limitation of liability clause shall survive the termination or expiration of the agreement and remain binding upon the parties.

- Governing Law –

This policy shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

- Amendments –

The Company reserves the right to amend this policy at any time, provided that such amendments shall not retroactively increase the liability of the client.

- Acceptance –

By engaging the Company's services, the client acknowledges and accepts the terms outlined in this policy.