Terms of Engagement

By engaging Dr Phil Joyce to provide services, you are indicating that you accept to be bound by these terms of engagement, which will form a legally binding contract and will apply to the exclusion of all other terms and conditions that you may seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing. Variations to these terms of engagement will only be legally binding when in writing and signed by Dr Joyce.

A link to these terms of engagement can be found on:

- each page of my websites,
- my email signature,
- each electronic invoice,
- each electronic receipt for payment.

1. Parties

2. 'The Student': the student by whom or on whose behalf the Tutor has been engaged.

2. Engagements

1. It is the Student's responsibility to state his/her educational aims and goals clearly in writing. The Student shall ensure that all information provided is complete, true and accurate.
2. The Tutor cannot be held responsible for the failure of the Student to achieve his/her educational aims and goals.
3. The Tutor is not liable for any consequences arising from the failure of the Student to achieve his/her educational aims and goals.
4. It is the Student's responsibility to be aware of and to comply with the rules and regulations of his/her teacher or examiner or educational institution or professional body or examination board.
5. The Tutor reserves the right to refuse any engagement with the Student for whatever reason.

3. Fees and Cancellations

1. The Tutor reserves the right to cancel an agreed engagement with the Student without notice for whatever reason.
2. The Tutor is not liable for any consequences arising from any delay in fulfilling or the failure to fulfil or the cancellation of an engagement.
3. All fees must be paid in full in advance of the Tutor undertaking the engagement.
4. In the event of a cancellation of the engagement by the Student on less than 3 days’ notice and where the Tutor does not receive a booking from another student in respect of the cancelled tuition session, the Tutor reserves the right to retain the fee in full in compensation for the loss that would be suffered by the Tutor in such circumstances.
5. In the event of a cancellation of the engagement by the Tutor the Tutor shall return the fee in full.
4. **Marking, Grading and Editing**

1. It is the Student's responsibility to ensure that the correct assessment objectives, marking schemes and style guides are used for marking, grading and editing.
2. The Tutor cannot guarantee that the mark or grade assigned to the Student's work would be the same mark or grade assigned by another examiner or educational institution or professional body or examination board.
3. The Tutor reserves the right to have the Student's work marked, graded or edited by another competent tutor.
4. The Tutor cannot be held responsible for actual grades or marks that the Student is awarded by his/her teacher or examiner or educational institution or professional body or examination board.
5. The Tutor is not liable for consequences arising from the actual grades or marks that the Student is awarded by his/her teacher or examiner or educational institution or professional body or examination board.

5. **Limitation of liability and general provisions**

1. The Tutor shall not be responsible for any delay or failure to perform his obligations as a result of any event beyond his reasonable control, including but not limited to failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, fire, flood, or storm.
2. Nothing in these terms of engagement shall limit or exclude the Tutor’s liability for death or personal injury caused by his negligence, or for fraud or fraudulent misrepresentation. Subject to the foregoing, the Tutor shall under no circumstances whatever be liable to the Student, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms of engagement, and the Tutor’s total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amounts actually paid by the Student to the Tutor during the 12 months preceding the event giving rise to a claim or the amounts recoverable by the Tutor under his policy or policies of insurance in respect of such event (if any) (whichever is the greater).
3. The provision of services by the Tutor shall be personal to the Student, who may not assign, transfer or otherwise deal in the Student’s rights or obligations under these terms of engagement without the Tutor’s prior written consent.
4. If any provision or part-provision of these terms of engagement is or becomes invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms of engagement.
5. A waiver of any right under these terms of engagement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these terms of engagement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.
6. No variation of these terms of engagement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Tutor.
7. These terms of engagement constitutes the entire agreement between the parties. The Student acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Tutor which is not set out in these terms of engagement.
8. Any descriptive matter or advertising issued by the Tutor, and any descriptions contained on the Tutor’s websites, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not have any contractual force.

9. These terms of engagement, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.