



## TERMS AND CONDITIONS OF SERVICE

### Definitions

1. “Student”: the recipient of the session(s), both ‘in person’ (at our central Maidstone or other location, including the home of the Student) or online.

Where the “Student” is a legal minor, the Parent or Legal Guardian shall accept and agree to all the terms and conditions of the policies contained herein on behalf of the Student.

2. “Parent”: parent or legal guardian. This definition may also include other responsible adults accompanying the Student to the centre and any other adult or organisation responsible for paying the Student’s fees, where this is applicable.
3. “Client”: parent or legal guardian. This definition may also include other responsible adults accompanying the Student to the centre and any other adult or organisation responsible for paying the Student’s fees, where this is applicable.
4. “Advantage Tuition”\*: the tuition company providing the session(s) for the Student.
5. “Tutor”: the person/s providing the session for the Client.
6. “Session”: the period of time during which the Tutor is engaged and working with the Student on behalf of Advantage Tuition. These include initial assessments, group tuition, one-to-one tuition, summer workshop sessions and mock examinations.
7. “We”/ “Our”: Advantage Tuition and all staff employed by, and operating on behalf of, Advantage Tuition
8. “Services”: All services provided by Advantage Tuition. These include but are not limited to the website and all its contents, and both face-to-face and online sessions as described above.

The following terms and conditions form a binding agreement between the Student, Parent and Advantage Tuition.

The use of our services indicates the acceptance of the following terms and conditions and the Student and Parent’s agreement to be bound by them. The terms



and conditions are deemed to be accepted in whole by the Student and Parent when the Parent first arranges a session with Advantage Tuition.

## 1. REGISTRATION

1.1 All Parents must complete a registration form on behalf of the Student. The personal details provided in the registration form must be true, accurate and complete. Should there be a change to the Student's personal details, it is the responsibility of the Parent to ensure these updated details are made available, in writing and preferably by email, to Advantage Tuition.

## 2. FEES AND PAYMENT

2.1 At Advantage Tuition, our fees offer excellent value for money in the education sector.

2.2 For individual workshop sessions and 11+ mock examinations, the Parent will pay for each session in full prior to the lesson. Payments can be settled with a credit or debit card via our website, through bank transfer or using our online payment link.

2.3 Fees for all session are non-refundable.

2.4 For weekly group classes, the Parent shall pay a monthly fee, based on the price per session, as stated on the website. The monthly fee is calculated based on the total number of sessions the child will attend for the duration of the programme, taking account of centre closures outside of term time and divided into equal monthly payments for the duration of the course. Our term dates are available on our website. Fees are paid by direct debit and are due on the 1<sup>st</sup> of every month until the end of the course. A £10 late payment fee will automatically be applied should payment be received after the 7<sup>th</sup> of the month. We reserve the right to withdraw students from classes should payments fall into arrears and in the case of repeated late payments.



2.5 For 1:1 (or 'private') tuition, the Parent shall receive an invoice within 48 hours of each completed lesson and will be invited to make an online card payment to settle the outstanding fees for the lesson. When your card details are saved, this will allow your card to be automatically charged within 48 hours of each invoice being generated. You will also have the option to manually enter your card details every time if you choose to do so. Should a lesson payment remain outstanding by the time of the next lesson, we reserve the right to cancel future lessons until payment is received or on a permanent basis in the case of repeated late payments. We are unable to accept cash payments.

2.6 Advantage Tuition reserves the right to amend its current fees provided that:

- i) the charges are not increased more than once over a 12 month period
- li) the Client is given 3 months' written notice of the change.

### **3. CANCELLATION POLICY**

#### **Individual workshop sessions/mock examination**

3.1 Should the Client request a cancellation 28 days or more prior to the date of the session, a full refund will be offered.

3.2 No refunds will be issued should the Client be unable to attend a session subsequent to booking where this falls outside of the 28-day period.

Notwithstanding this, where at least seven days' notice is given, reasonable efforts will be made by Advantage Tuition to enable the Client to attend an alternative session.

3.3 Should the Client fail to attend a session and no notice is given, no refund will be provided, and no alternative session will be offered.

3.4 Notwithstanding the above, we understand the existence of extenuating circumstances, such as sudden illness, and reasonable efforts will be made to enable the Client to attend an alternative session should this be the case. The



Client must contact the office within 24 hours of the unattended session, or as soon as reasonably practicable prior to the session, so we can discuss the options available to them. This is both subject to course availability and the suitability of the alternative session which is available. This is entirely at the discretion of Advantage Tuition and each case will be judged on its own merits.

3.5 Advantage Tuition reserves the right to cancel any session at any time due to circumstances beyond our control, or any other reason, and in this event our liability will be limited to the amount paid. If a cancellation should become necessary, Advantage Tuition will consult the Client with as much advance notice as possible and endeavour to reschedule the session. Should it not be possible for the Client to attend the session on an alternative date, a full refund will be provided.

3.6 Advantage Tuition is unable to provide the exam papers at the end of the mock examination session your child has attended, nor are we able to provide these subsequent to the session when a mock examination has been booked.

3.7 Advantage Tuition reserves the right to change the manner of delivery of any session in exceptional circumstances and should this be deemed necessary (for example, from a face-to-face session to an online session).

### **Weekly tutorial sessions**

3.8 For weekly tutorial sessions, there is a minimum 3-month enrolment period. The Parent must then give Advantage Tuition one full calendar months' notice in writing should they wish to discontinue. The Parent will pay all fees applicable up to and including the discontinuation date.

3.9 Advantage Tuition may discontinue the Student for:

- Non-payment of fees
- Persistent and continuous disruptive behaviour of the Student or Parent during class time or outside of class time.
- A Student/Parent failing to complete and mark their homework and/or failing to attend classes on a regular basis.



- 3.10 Advantage Tuition will take reasonable steps towards ensuring that the obligations set out in 3.9 are complied with before discontinuing the Student.
- 3.11 Advantage Tuition reserves the right to cancel any session at any time due to circumstances beyond our control, or any other reason, and in this event our liability will be limited to the amount paid. If a cancellation should become necessary, Advantage Tuition will consult the Parent and endeavour to reschedule the session. Should it not be possible for the Student to attend the session on an alternative date, a full refund will be provided for the session.

### **1:1 ('private') tuition**

- 3.12 Seven days' prior notice should usually be given by the Client should they wish to cancel or re-schedule a session.
- 3.13 Should the Client fail to attend a session and the required seven days' notice is given, no refund will be provided, and no alternative session will be offered.
- 3.14 Notwithstanding the above, we understand the existence of extenuating circumstances, such as sudden illness, and reasonable efforts will be made to enable the Client to attend an alternative session should this be the case. The Client must contact the office within 24 hours of the unattended session, or as soon as reasonably possible, so we can discuss the options available to them. This is both subject to tutors' availability and the suitability of the alternative session which is available. This is entirely at the discretion of Advantage Tuition and each case will be judged on its own merits.
- 3.15 Advantage Tuition reserves the right to cancel any session at any time due to circumstances beyond our control, or any other reason, and in this event our liability will be limited to the amount paid. If a cancellation should become necessary, Advantage Tuition will consult the Client with as much advance notice as possible and endeavour to reschedule the session. Should it not be



possible for the Client to attend on an alternative date, a full refund will be provided.

3.16 Advantage Tuition reserves the right to change the manner of delivery of any session in exceptional circumstances and should this be deemed necessary (for example, from a face-to-face session to an online session).

3.17 A minimum of seven days' notice shall be provided should the Client wish to discontinue sessions at any time. Whilst refunds for pre-paid sessions will not be offered, the Client will not be liable for any future tuition fees once the notice period has expired.

3.18 Advantage Tuition may discontinue the Student for:

- Non-payment of fees
- Persistent and continuous disruptive behaviour of the Student or Parent during class time or outside of class time.
- Persistent cancellation of sessions.

3.19 Advantage Tuition will take reasonable steps towards ensuring that the obligations set out in 3.18 are complied with before discontinuing the Student.

### **Late Arrival and Change of Schedule**

3.20 Fees are calculated according to the scheduled time agreed upon by the Tutor and Student. No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of session by the Student.

3.21 Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost. The Tutor agrees to wait fifteen minutes from the time of the scheduled session for the Student's arrival before considering that session cancelled without sufficient prior notice and therefore subject to the the cancellation terms stated above.

### **Notices of termination (group sessions and 1:1 ('private') tuition)**



3.22 Any notice shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by email to the other party's email address. Any notice given by email shall be deemed to have been delivered on the next working day following transition.

#### **4. NON-SOLICITATION**

- 4.1. The Client is not permitted to enter into any private arrangements whatsoever with any Tutor introduced by Advantage Tuition. Should a Client breach this obligation, they will be liable to account to Advantage Tuition for all sums paid to the Tutor without deduction.
- 4.2. A Tutor will be deemed to have been introduced to the Client through either the name of the Tutor being provided to the Client by Advantage Tuition following a request for a tutor, Advantage Tuition arranging a session with the Tutor and Client or Advantage Tuition arranging for a Tutor to contact the Client following a request for a Tutor provided by the Client to Advantage Tuition.
- 4.3. The Client will not agree any alternative fees with the Tutor.
- 4.4. These obligations continue beyond the termination or conclusion of this agreement.

#### **4 LIMITATION OF LIABILITY AND INDEMNITY**

4.1 Advantage Tuition shall not be liable for any claims in contract, tort (including negligence) or otherwise for any loss or damage (whether direct or indirect or arising through implied or express terms) arising out of or related to the use of Advantage Tuition's services. As a condition of use of this service, the Parent agrees to indemnify Advantage Tuition from and against any and all liabilities,



expenses (including legal fees) and damages arising out of or related to the provision of services by Advantage Tuition.

4.2 Nothing in this agreement shall exclude or restrict Advantage Tuition's liability for any liability where the law does not permit such exclusion of liability such as death or personal injury arising from negligence.

## **5.NO GUARANTEES OF ACADEMIC SUCCESS**

5.1 Advantage Tuition aims to provide the best possible service to its Students, and those acting on their behalf where the Student is a legal minor. However, Advantage Tuition will not be held acceptable or responsible for the academic success or lack thereof of a Student. Although we do everything in our power to enable our students to reach their full potential, Advantage Tuition can offer no guarantee and makes no promises or warranties with regards to a Student's performance in regards to any or all sessions provided.

## **6. DATA PROTECTION AND USE OF PERSONAL INFORMATION**

6.1 Please see Advantage Tuition's Privacy Policy for details of how personally identifiable information is collected and may be used or shared with third parties. The Privacy Policy is incorporated into and forms part of this Agreement.

## **7. ONLINE SESSIONS**

7.1 All of the terms and conditions detailed in this agreement apply to the provision of sessions held 'in person' (at our central Maidstone location or at the Client's home) and online.

7.2 Advantage Tuition will not be held responsible for any technological disruption during the online session which lies outside of our control, such as a poor internet





connection or the inability of a Student to access the session due to difficulties or 'glitches' with the Student's own software or hardware.

## **8. COMPLAINTS**

8.1 We pride ourselves on offering a professional service and we are responsive to your feedback. If you are a parent of a student attending our sessions and have a complaint about our service, please email us. We endeavour to respond to all complaints within 5 working days. We will attempt to resolve all complaints within 28 days of the date your complaint is received. At all stages of the complaint process we will advise you, via email, of the steps we are taking to resolve the matter.

## **9. FORCE MAJEURE**

9.1 Neither party should be liable to the other, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control.

## **10. ASSIGNMENT**

10.1 This Agreement shall be personal to the Parent and Student and you may not assign, transfer, sublet, lease, or delegate all or any of your rights and obligations without the prior consent of Advantage Tuition.

10.2 Advantage Tuition reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any companies in the same group as Advantage Tuition or any other third party. In the event of assignment or transfer, notification will either be given to you by email or posted on the Advantage Tuition website.



## **GENERAL**

11.1 These Terms and Conditions shall prevail over any other Terms of Business or Conditions, or prior arrangement between the parties.

11.2 Advantage Tuition reserves the right to alter these terms and conditions and such changes shall become effective as soon as they are posted.

11.3 Failure by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

## **12. LAW AND JURISDICTION**

12.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.

12.2 Where the site and online services are accessed from England or Wales, or from outside the United Kingdom this Agreement shall be governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts. Where the site and online services are accessed from Scotland or Northern Ireland this Agreement shall be governed by the laws of Scotland or Northern Ireland respectively and you hereby submit to the exclusive jurisdiction of the Scottish courts or the courts of Northern Ireland respectively.

## **13. CODE OF CONDUCT FOR STUDENTS AND PARENTS**

Students attending our sessions, and their Parents, agree to honour the Code of Conduct below.



### **13.1 Punctuality**

The Student must arrive promptly at the time specified. For mock examinations, students can arrive up to 15 minutes before the session to allow them sufficient time to take their seats and make themselves comfortable before the session. The sessions will start promptly and the start of the session will not be delayed to accommodate late arrivals. Students arriving more than 10 minutes late for a mock examination session will be denied entry as this is disruptive for other students. In this case, no refund will be issued.

### **13.2 Attitude and behaviour**

We operate on the basis of mutual respect and this applies to both staff and students in the centre. Aggressive, threatening or offensive behaviour or language will not be tolerated and will result in immediate termination of the tuition agreement. This applies to both the Student and their Parent/Guardian. Any fees paid for future lessons will be forfeited and no refund will be provided.

### **13.3 Mobile Phones and other electronic devices**

The Student must not use their mobile phone or any other electronic device during the session. All electronic devices must be kept out of sight and in the student's pocket, coat or bag for the duration of the session.

### **13.4 Stationary**

Students must arrive to each session with the correct equipment as advised at the time of booking.

### **13.5 Homework**

For weekly tuition classes, homework, where set, must be completed, marked by the Parent and returned to the next class for recording in the Student's file. This allows us to monitor the progress of each student closely, identify any areas where further support is needed and provide the Student and Parent with regular feedback



and guidance. For 1:1 tuition, the Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work in a timely manner and as requested by the Tutor.

### **13.6 Special requirements**

We aim to be as inclusive as possible. Please note any special requirements, including medical and other additional needs, on the registration form at the time of booking

### **13.7 Collection**

Students must be collected promptly at the end of each session. If a student is collected more than 15 minutes late, a £15 late collection surcharge will be charged. We reserve the right to terminate this agreement in the event of persistent late collection.

### **13.8 Feedback**

Feedback will be provided on request. Please contact us to arrange a mutually convenient time.