

**My Terms:**

1.1: What these terms cover. These are the terms and conditions on which I supply services to you or your child.

1.2: Please read these terms carefully before you submit your booking to us. These terms tell you who I am and how I will provide services to you, how you and I may change or end the contract, what to do if there is a problem and other important information.

**My contract with you:**

2.1: My acceptance of your or your child’s booking will take place after you submit an application form, either in person, via email or completed over the phone and we have arranged a time and a day which is suitable. This will then form a contract between you and I.

2.2: The application form can be sent to you via post or email on request from you. On the application form you will be able to state the services you or your child requires, the fees that are allocated to the services alongside the payment terms and duration of the services you require.

**My services:**

3.1: The services are as described on my website as well as in the application form.

3.2: Any variation to the services must be agreed by myself.

3.2: The services shall start on the date set out in the application form and shall continue until you end the contract (**Clause 9**) or I end the contract by written notice to you (**Clause 10**).

3.3: The services shall be carried out at the location described on the application form or other location as agreed by you and I. I shall refer to this as the teaching venue.

3.4: If you or your child is unable to attend a lesson and you provide me with more than 24hours notice I can arrange to carry out the lesson another day or time. However, if you provide me with less than 24hours notice then you will be charged for the lesson.

3.5: I may need certain information from you so that I can supply the services you require to you for example details of your educational requirements or your child’s curriculum areas in which they struggle with.

3.6: I may suspend the supply of services if you do not pay myself for the service on the day or upfront for a certain amount of block sessions (as stated on the application form) and still do not make payment within in 7 calendar days of me issuing an invoice for the payment due, I may suspend the services until you have paid the outstanding amount.

3.7: My tutoring sessions can be conducted on an individual or shared basis as agreed with myself and specified on the application form. An additional fee may apply where the tutoring sessions is to be conducted on a shared basis to allow for differentiated tasks and delivery.

3.8: I may from time to time, use audio recording equipment to record the content of the tutoring sessions. I will always consult you / and your child prior to any recording taking place. Any pupil will not be made identifiable. You do not have to agree to the recording taking place.

3.9: I may from time to time, use a camera to capture work or video a strategy being used within tutoring sessions. I will always consult you / and your child prior to any video recording and taking pictures of work. Any pupil will not be made identifiable. You do not have to agree with pictures or video recording to take place.

**Fees and Payment:**

4.1: The price for the services are as advertised on the website and application form.

4.2: The terms for payment are also specified in the application form. If you are block booking tutoring sessions, you **must** make an advanced payment of **100%** of the price of the services to receive the discount.

4.3: The duration of a tutoring session will be determined on an individual basis and we shall agree this with you on completion of the consultation session.

4.4: In the event that a tutoring session, at your request, is conducted at a different location other than the normal teaching venue; or the teaching venue is outside of the areas I would normally offer my services, you may be responsible for the expenses incurred by myself when travelling to and from the tutoring session. I would notify you on any additional expenses beforehand and any such additional expenses would be calculated at 50pence per mile outside the 11mile radius of WR14 4AX.

4.5: You must settle all payments for services within 7 calendar days from the invoice date, where advanced payment has not been taken by myself for the services.

4.6: We are entitled to vary the fees to take account of:

4.6.1: Any additional services requested by you which were not included in the original application form;

4.6.2: Any additional students being included in the tutoring session;

4.6.3: Addition of siblings requiring separate tutoring services which are arranged consecutively and within the same teaching venue.

**Your obligations:**

5.1: You agree to cooperate fully with me, with regard, to the obligations set down in these terms and conditions.

5.2: You are responsible for the prompt attendance of you or your child at the tutoring session. If the pupil is late, we shall not extend the time of the tutoring session.

5.3: You are to regularly practice the learned material between each tutoring session and any homework tasks set is to be completed in full. Whilst I understand, you may have other commitments, however, for you to make progress I do advise you review the work undertaken in the tutoring sessions and complete the tasks I may set.

5.4: You agree to pay the fees as specified on the application form and in these terms and conditions.

5.5: I ask that no one else apart from you or your child attends a tutoring session unless we have discussed and agreed to this prior to the tutoring session.

**My obligations:**

6.1: I will supply the services as specified in the application form and in these terms and conditions.

6.2: I will perform the services with skill, care and standard as set out in accordance to the Teaching Code of Conduct and the Teaching Standards set out by the Government.

6.3: I will keep hold of my professional qualifications that require me to provide the services I advertise.

6.4: I have completed all necessary vetting and barring processes required to work with children and young adults. I can provide evidence of this to you before we commence the services.

**Tutoring session – cancellation policy:**

7.1: If you need to cancel and rearrange a tutoring session, I ask that you provide us with **at least 24 hours’** notice.

7.2: In the event you are unable to provide at least 24 hours’ notice, I will charge you the standard tutoring session fee, as applicable at the time.

7.3: If you have prepaid for a block booking and you do not provide at least 24 hours’ notice, I will deduct that tutoring session form your remaining tutoring sessions.

**Cooling off period:**

8.1: You have the legal right to change your mind under the Consumer Contracts Regulations 2013. This means you can exercise your right to change your mind within 14 days and receive a full refund.

8.2: The 14-day period starts after the day we confirm acceptance of your booking by receipt of the application form and terms and conditions are signed. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. If you have paid for block booking tutoring sessions, I shall refund you for those tutoring sessions not taken but the block booking discount will be lost and the standard rate for tutoring will be applied to calculate your refund.

**Your rights to end the contract:**

9.1: You can always end your contract with us after the cooling off period has ended.

Please contact we with regards to ending our contract on:

**Mobile**: 07825199627

**Email**: katie@malverntutoring.co.uk

**Post:** 3 Walnut Crescent, Malvern, Worcestershire, WR14 4AX

**My rights to end the contract:**

10.1: I may end this contract at any time by writing to you, if you break the contract:

{a} If you do not make any payment to me when it is due, and you still do not make payment within 7 days of me reminding you that payment is due; or

{b} If you do not, within a reasonable time of me asking for it, provide me with the information that is necessary for me to be able to carry out and provide the services you require;

**Your personal information:**

11.1: We will use the personal information you provide us:

{a} To supply the services to you or your child.

{b} To process your payment for services;

{c} I will comply with the Data Protection Act 1998 and regulations with regards to GDPR.

11.2: I may wish to take photographs and / or videos during a tutoring session for publicity purposes or for the recordings to be used for feedback, by signing these terms and conditions you are giving your consent.

**Declaration:**

I ……………………… have read these terms and conditions and I agree to adhere to them.

**Pupil (if over 18): …………………………………………………………………………………….**

**Parent / Guardian of pupil (if under 18): ………………………………………………………....**

**Tutor: …………………………………………………………………………………………………...**

**Date: ………………………………..**

