



Crystal Tuition: Terms and Conditions

Terms and Conditions

The terms below form an agreement between Crystal Tuition (us, we, our, the company, Richard Gray) and the applicant, usually the parent/guardian (you, your).

Lessons, Resources and Homework:

- 1.1 Crystal Tuition will provide tuition taught by Richard Gray in the subject of creative writing for the Eleven Plus (11+) Entrance Exams.
- 1.2 The full course is scheduled for 27 sessions between Oct 2020 to July 2021. Structure/Content of the course is subject to change at the discretion of Crystal Tuition.
- 1.3 The duration of each Creative Writing Class will be 1.5 hours (90 mins).
- 1.4 Materials (worksheets, past papers etc.) provided by Crystal Tuition are for the sole use of the student enrolled on the course. Sharing/copying materials is strictly prohibited.
- 1.5 Any lost/damaged/stolen materials that needs to be replaced by Crystal Tuition will be charged to the student – students are liable for taking care of any materials handed to them.
- 1.6 Students should bring their own pens/pencils, rubber and notepad.
- 1.7 Crystal Tuition aims to set weekly homework for students which should take around 30 mins per week. The homework is optional, but students who wish to have their work marked should submit their homework into Google Classrooms before the homework deadline.

Fees and Payments: (all fees are inclusive of VAT where applicable)

- 2.1 A one-off registration fee of £30 must be paid before lessons commence to secure a place for the student and is non-refundable in the event of the student cancelling their application for any reason except as per clause 5 (Consumer Contracts Regulations 2013).
- 2.2 For the “Creative Writing Course”, an annual fee of £1,215.00 must be paid entirely upfront or in three termly instalments as set out in the table below.
- 2.3 Termly instalments must be paid by the dates specified in the table below. We recommend that you make a note of these dates in your diaries and ensure that payment is received by us before the Payment Deadline date.

Creative Writing Course Payment Deadline:

Term	Payment Deadline:	Course Fee
Autumn (Term 1)	Before 9pm Fri 21st Aug 2020 (9 lessons)	£405
Winter (Term 2)	Before 9pm Fri 11 th Dec 2020 (9 lessons)	£405
Spring (Term 3)	Before 9pm Fri 09 th April 2021 (9 lessons)	£405
	TOTAL	£1,215.00

- 2.4 If a termly instalment is not received in full by the Payment Deadline as per the table above, the student’s access to the course maybe revoked/suspended until payments are made such that they are back in-line with the scheduled payments.
- 2.5 A late payment fee of £30 will be added to each course fee that is received late by us, without exception. The late payment fee is to deter late payments.
- 2.6 Crystal Tuition reserves the right to remove students who have failed to make a timely payment.
- 2.7 Late joiners will still be required to pay the one-off registration fee, but the course fee will be pro-rated in line with the remaining lessons in the course.
- 2.8 There are no refunds/reduction in fees for late attendance/missed attendance.
- 2.9 You are liable for any costs incurred by Crystal Tuition for recovering a debt from you.

Payment Details:

- 3.1 We do NOT accept cheques or card payments. Bank transfers or cash only please:
- 3.2 Please make payments with the student’s full name as the reference to the below bank account. For security reasons, we will provide the uncensored bank details upon your enquiry,



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Name: XXXXX
Bank Name: RBS
Sort Code: XX-XX-XX
Bank Account: XXXXXXXX
Reference: Your child's full name (no gap, e.g. EmmaSmith)

- 3.3 For cash payments, please enclose the exact amount (we do not give change) in a sealed envelope clearly labelled with your child's full name.

Early Termination and Refunds:

- 4.1 Please email crystal.tuition.team@gmail.com with the subject title "Termination Request" if you wish to exit the agreement before the course officially ends.
- 4.2 The notice period is either 4 lessons in advance if you are withdrawing during the term otherwise you are free to leave the course at the end of each term. Failure to make payment by the due date may result in your child's place being passed onto the next child on the waiting list.
- 4.3 The notice period begins once the email is received. If the email is sent immediately before a lesson, that lesson is counted as lesson 1 and the student should therefore attend 3 more lessons before the agreement is terminated.
- 4.4 There are no trial lessons as such, but if you are unsatisfied after your first lesson, you can request a refund of the remaining 8 sessions of the term, providing you give at least five days' notice before the next lesson. (If you provide less than five days' notice then you will only be refunded for the remaining 7 sessions of the term)

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- 5.1 In line with the Consumer Contracts Regulations 2013, you have the right to cancel 14 days from entering into a service contract without giving reason therefore it will be treated as a termination of the contract as set out in clause 4 above (Early Termination).
- 5.2 In order to exercise your right to cancel, please email crystal.tuition.team@gmail.com with the subject title "Termination Request".
- 5.3 If you cancel the contract within the 14 days, we will reimburse all payments received from you (subject to clause 5.5)
- 5.4 Crystal Tuition will refund any overpayment within 14 days, providing you return all materials (worksheets, books, past papers etc.) as required. If any materials are not returned when due then you will be liable for their cost.
- 5.5 If you have begun using the services of Crystal Tuition during the cancellation period, then you will be liable for any pro rata fees.

Learning Environment:

- 6.1 Crystal Tuition aims to provide a safe, supportive and pleasant learning environment. Students are expected to treat each other as well as the staff with respect.
- 6.2 Students and parents/guardians must respect the right of staff and fellow students to work free from disruptive, disrespectful, intimidating, abusive or violent behaviour.
- 6.3 Crystal Tuition operates a zero-tolerance policy towards bullying. Any student suspected of bullying another student will be immediately removed from the course.
- 6.4 Crystal Tuition reserves the right to refuse or cancel any application at any time without liability.

Health of your child:

- 7.1 It is the responsibility of the parent/guardian to ensure that their child is in a satisfactory state of health before attending a lesson. If a child is not feeling well or ill, the student should not attend a lesson.
- 7.2 Crystal Tuition will notify the main contact parent/guardian immediately if a child falls ill during a lesson. We take no responsibility for any medical problems arising during the course of a lesson and we will not administer any medication.



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Communication:

- 8.1 Crystal Tuition will use email and WhatsApp as our primary methods of communication, please use either when communicating to us in writing.
- 8.2 If you do not have access to WhatsApp please notify us so that we can text instead as we may make announcements via broadcast messages.
- 8.3 Please save the Crystal Tuition number on your mobile phones or else you will not receive WhatsApp broadcast messages.

Application to Secondary Schools:

- 9.1 It is the responsibility of the parent to contact secondary schools for the application procedures and catchment criteria. Crystal Tuition does NOT provide advice or guidance on how to apply to secondary schools.

Limitation of Liability:

10.1 Crystal Tuition are not liable for any loss or damage that may come from using our website or services. This includes:

- any direct, indirect or consequential losses
- any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise
- the use of <https://crystal tuition.com> and any websites that are linked to or from it
- the inability to use <https://crystal tuition.com> and any websites that are linked to or from it

10.2 This applies if the loss or damage was foreseeable, arose in the normal course of things or you advised us that it might happen. This includes (but is not limited to) the loss of your:

- income or revenue
- salary, benefits or other payments
- business
- profits or contracts
- anticipated savings
- data
- goodwill or reputation
- tangible property/intangible property

10.3 We may still be liable for:

- death or personal injury arising from our negligence
- fraudulent misrepresentation
- any other liability which cannot be excluded or limited under applicable law

Governing Law:

11.1 The terms and conditions are governed by and construed in accordance with the laws of England and Wales.

11.2 In the event of any dispute/claim arising out of the contract (including non-contractual disputes/claims), each party agrees that the courts of England and Wales shall have exclusive jurisdiction

Personal Information:

12.1 All information provided by you is treated as confidential and in line with the Crystal Tuition privacy policy as stated on our website.