**Terms and Conditions**

**Tutoring is a two-way agreement Terms & Conditions**

**January 2025 - July 2025**

**By sending your child to their first session, it will be deemed that you accept these terms and conditions.**

You (the Client/Parent) and your child (the student) agree to enter into the Services of Tuition Agreement with Hannah Barton (the tutor) and The Reading Teacher (the “Company”)

This Services of Tuition Agreement (the “Agreement”) automatically becomes a binding contract between you and the company and applies to your participation in the services of tuition.

**Fees Payable to The Reading Teacher**

Fees shall be calculated at an hourly rate of £15 for book club or £25 for comprehension groups for the tuition service provided. Reading fluency tuition is charged at a rate of £20 for 30 minutes.

Fees may be adjusted and shall become effective after having given the student 28 days written notice.

**Payment**

Initial 'trial' sessions are charged at the normal lesson rate (see above). Payment for the first trial lesson must always be received at least 48 hrs prior to the session. If the tutee wishes to continue with the sessions, an upfront payment for the month's sessions is required by the 1st of each month (or for the remainder of that month, if the tutee is starting midway through). Otherwise, the student risks losing their place. I offer a 10% sibling discount if you have 2 or more children being tutored by me, at the same time. This discount will be automatically applied to your monthly invoice.

*\*If payment is not made on/before the due date on the invoice, a late payment administration fee of £20 will be applied to that month and the student will not be allowed to enter their tutoring session until the full invoice - plus the late payment admin fee - are*

**Refunds**

Refunds are not given for illness, or any other reasons that are not classed as an 'emergency'. I try to be as understanding and flexible as possible and will offer alternative sessions, if I have the availability. This is because I depend on a regular income and allocate spaces on the basis of near-full attendance. Sessions are recorded and links will be accessible for up to 28 days after the session, if it is missed.

**Tutor Bird**

The Reading Teacher uses the software programme Tutor Bird to book, manage and invoice all clients and students.

Through this system, you will be able to find a record of your booked lessons, completed lesson reports and keep a history of your invoices and payment receipts.

**Holidays**

I run group tuition sessions during term-time only. Please see the list of term dates that I follow on the final page of this document. All sessions still run on Bank holidays, unless they fall within these listed school holiday dates. Thus, even if you cannot make your allocated slot due to other commitments/your child has different holiday dates to mine, I will still require payment in order to keep your child's place.

**Cancellation of Lessons by Tutor**

The Tutor may cancel lessons by giving 48 hours prior notice to the student in which case no fees shall be incurred.

Where a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties, failing which the student shall be refunded with such a missed lesson fee.

**Late Arrival**

Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival or start by the student.

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 will always give prior warning if they think that there is a possibility that they will arrive past the agreed time.

**Warranties**

The Tutor makes no guarantees or warranties regarding the student’s future academic performance or exam success.

The Tutor warrants that all information given to the Client (via [The Reading Teacher] or otherwise) whether prior to or during the provision of the Services is true and accurate in all respects.

The Tutor has represented that s/he is skilled to teach the subjects as per the Curriculum Vitae provided to the business and the Client. Any breach of this clause shall entitle the Client to terminate the Tutor’s Services immediately.

**Status of the Tutor**

It is expressly understood that the student retains the services of the Tutor as an independent contractor through The Reading Teacher and not as an employee.

The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

**Obligations**

**The Tutor (Hannah Barton):**

* Agrees to do all preparation prior to lessons and to structure lessons in such a way as to optimise time to the benefit of the student.
* Agrees to keep written names & pictures of student faces confidential, in the case of using lesson materials/examples and feedback screenshots for marketing purposes on her social media.
* Shall at no time be required or obliged to execute homework or assignments on behalf of the student.
* The student (your child):
* Agrees to fully participate in sessions, to the best of their ability. Including the use of a microphone AND a webcam (unless otherwise agreed).

**Termination**

This tutoring contract may be terminated by either party at any time by giving the other party or The Reading Teacher 14 days prior written notice.

**Minors**

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the student and shall accept and agree to all the terms and conditions contained herein on behalf of the student.

**Changes to the Terms and Conditions**

Any changes to the terms and conditions of the tuition contract will become effective after having given the student 28 days written notice.

**Holidays January 2025 – July 2025**

**Sprin Term**

**Groups run from Monday 6th January 2025 until Thursday 13th February 2025**

*(Half term holiday commences the wb Monday 17th Feb)*

**Groups run from Tuesday 25th February until Friday 4th April**

*(Easter holiday commences Monday 7th April)*

**Summer Term**

**Groups run from Tuesday 22nd April until Friday 23rd May**

*(May half term commences wb Monday 26th)*

**Groups run from Monday 2nd June until Friday 11th July**

**Your Personal Data**

The Reading Teacher will be what is known as the ‘Controller’ of the personal data you provide to us.

Our business address is: 33 Elm Grove, Southend on sea, Essex, SS1 3EY

**What we need**

Unless otherwise agreed with you, we will only collect basic personal data about you and your child. This information includes your name, home address, email address, bank details and your child’s date of birth.

We will also use the programme, Tutor Bird & Zoom, to collect and store information about lessons including lesson reports and recordings. Recordings will have faces and names of children omitted.

**Why we need it**

We need to know basic personal data in order to provide you with the services you have engaged us to provide, and to assert our right to be recompensed in return for these services as per the agreement we have with you. We will not collect any personal data from you that we do not need in order to provide and oversee the services we have agreed to provide you with.

**What we do with it**

All the personal data we hold about you will be processed by The Reading Teacher in the UK. The information is also shared with the following third-party organisations:

* Tutor Bird
* Stripe

No other third parties will have access to your personal data unless there is a legal obligation for us to provide it. We will take all reasonable steps to ensure that your personal data is processed securely.

**How long we keep it**

We will generally keep your personal data for a minimum of 6 years, after which time it will be destroyed if it is no longer required for the lawful purpose(s) for which it was obtained. If you consent to marketing, any information we use for this purpose will be kept with us until you notify us that you no longer wish to receive this information.

**What we would also like to do with it**

We would like to send you information about our services, by telephone, email and SMS.

Please note that if you consent to being sent our information via email then your data will be shared with the third-party organisation Go Daddy who will make contact on our behalf.

**Contact Information**

Questions about the Terms of Service should be sent to Hannah Barton at

readingteachertuition@outlook.com

BY CONFIRMING A START DATE FOR TUITION OR PAYING FOR THE LESSONS EITHER IN PARTIAL OR IN FULL, YOU AGREE TO THE TERMS ABOVE