

# Terms and Conditions for Anita Auer Teaching and Learning Support Services

Please read the following terms and conditions carefully. By registering for my tutoring services, and signing this document, you confirm that you have read, accepted, and comply with these terms and conditions in full.

## General

These Terms and Conditions supersede any prior arrangement between us relating to their subject matters. These Terms and Conditions shall apply from the date in which you instruct me to start tutoring your child. Unless otherwise agreed, these Terms and Conditions shall prevail over any terms of business or conditions put forward by you.

## My obligations

I will use reasonable endeavours to carry out tutoring of such a nature as required to meet the student's needs and aid their progression and engagement in learning. I will do my best to find a day and time suitable for your child, If I do not have availability that fits your schedule, I may put your child on my waiting list. I may suggest an alternative tutor if I am too busy to tutor your child; if I do this, I accept no responsibility, or have any liability, for anything that occurs as a result of the recommendation.

I am happy to provide:

- Evidence of my identity
- Confirmations that I have the experience, training and qualifications necessary to tutor the student at the level discussed
- Details of my personal indemnity and public liability insurance
- My current DBS
- My current First Aid certificates

The initial session, or longer if deemed necessary, with any student will comprise of:

- An assessment of their ability in the areas that have been requested for tutoring
- Gaining information of their interests so that tutoring can be personalised to their strengths and interests
- Assessing the viability of offering support for the child's additional or complex needs
- Completion of baseline assessments documents according too need, e.g. academic ability, Boxall Profiling

After each session, I will:

- Immediately discuss any concerns or share exciting developments
- Send a short, written report of what has been covered and next steps
- Share any resources that might be useful
- Signpost anyone that I feel may be able to offer additional help, useful blogs, books etc
- Discuss with the parents/carers the need for a risk assessment to be written to cover the support being provided for specific needs or concerns

I am also a trained Designated Safeguarding Leader and will:

- Follow my duties as set out in The Safeguarding Policy which can be read on The Old Post Office website <https://theoldpostofficewellbeinghub.godaddysites.com/>
- Speak to you about any concerns that I have
- Seek permission for photos to be taken for the child's books, and whether they can be used on our social media

- Ask parents to complete an ‘Individual Healthcare Plan’ or ‘Parental Agreement to Administer Medicine’ document if appropriate

Please see *The Old Post Office ‘Safeguarding Policy’ and ‘Supporting Pupils with Medical Conditions Policy’* which I adhere to <https://theoldpostofficewellbeinghub.godaddysites.com/policies>

### My responsibilities

If I am tutoring in your home, I am not responsible for chaperoning students or guarding your home or household effects. Please ensure that when I am in your home with your child, a responsible adult is also present in the house (within sight or sound) at all times during the tutoring.

Please see *The Old Post Office ‘Lone Working Policy’* which I adhere to <https://theoldpostofficewellbeinghub.godaddysites.com/policies>

### Your obligations

- Provide me with such information and materials as may reasonably be required in order to supply the best possible tuition, and ensure that all information is accurate
- Comply with the payment terms
- Ensure your child is aware of the high behavioural expectations during sessions to receive maximum benefit from the tutoring
- Your child comes rested, settled and not hungry or thirsty to the tutoring session
- Your child brings the correct clothing, footwear to the sessions
- Your child has a snack or drink in case they require refreshment
- If a child has high-needs, a risk-assessment will be written and the parent/carer will be named as being responsible for any extremes of behaviour, e.g. fleeing from the tutoring space, risk taking, dangerous behaviours

Please see *The Old Post Office ‘Behaviour Policy’ and ‘Code of Conduct’* which I adhere to <https://theoldpostofficewellbeinghub.godaddysites.com/policies>

### Fees and payments

- Fees for group sessions are due before the first session of the term
- Fees for individual or small group tutoring are due on the day of the tuition
- One-to-one tuition is charged at £40.00 per hour
- It is possible to book one-to-one tuition in half hour blocks
- Two students can share an hour’s tuition

### Cancellation, termination and rearranging of lessons

My cancellation policy is strict but wherever possible, at my discretion, I will offer alternative sessions to make up for any sessions that are missed (for whatever reason), although I cannot guarantee this. Please ensure that we have agreed the arrangements for each lesson. If you need to cancel or change a lesson, please call or email me directly – 07821629119 / [anita.auer2021@outlook.com](mailto:anita.auer2021@outlook.com) , the date and time stamp on the email or text, will be the official time the session is cancelled – *any internet, power, hardware or software failures outside of anyone’s control cannot be accepted as reasons to give credits or refunds for tuition.*

Should you wish to cancel sessions due to foreseen reasons, e.g. holidays, please try to give a week’s notice. If cancellation is due to unforeseen reasons, please try to give 24 hour’s notice . Sessions may be rearranged if a mutually appropriate time can be found.

It will be presumed that sessions will continue every term, and not run during school holidays (according to the local authority term dates <https://www.eastsussex.gov.uk/education-learning/term-dates> ), unless discussed. If

you wish to terminate the tutoring arrangement, I would appreciate 2 week's notice and would give the same notice myself.

### **Lateness**

If a student arrives late, the lesson will not extend beyond the regular finish time to make up for their lateness – it will be a shortened lesson.

If I am late, I will do my best to inform you as soon as possible and I will arrange with you either to extend the session, offer a make-up session, or give a lesson credit – whichever option you prefer.

### **Liability**

If you have a complaint about me or my tutoring, please let me know so that we can try to address the issue.

The Old Post Office shall not be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising from or in any way connected to:

- My failure to meet your requirements for all or any of the purposes for which I am required by you
- Any act or omission whether wilful, negligent, fraudulent, dishonest, reckless or otherwise
- Any loss, injury, damage, expense or delay incurred or suffered by me, provided that nothing shall exclude or restrict the liability of The Old Post Office for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

*Please see The Old Post Office 'Complaints Policy' and 'Managing Allegations of abuse against service providers' documents which I adhere to <https://theoldpostoffice wellbeinghub.godaddysites.com/policies>*

### **Events outside of our control (Force Majeure)**

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

If any event described under this clause occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:

1. We will inform you as soon as is reasonably possible;
2. Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
3. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;
4. If an event outside of our control occurs and you wish to cancel the Agreement, you may do so in accordance with your right to cancel. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 days of our acceptance of your cancellation notice;
5. If the event outside of our control continues for more than 4 weeks, we will cancel the Agreement in accordance with our right to cancel under Clause 6 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 days of our cancellation notice.

### **Data Protection**

The Old Post Office and I shall comply with our respective obligations under the Data Protections laws at all times.

By entering into this agreement, you consent to our use of your , and where you are the parent or legal guardian of the child receiving tutoring to use that individual’s personal data for the purpose of providing the tutoring which may include (without limitation) use of such data for billing and/or fee collecting purposes and/or to enable us to make contact.

*Please see The Old Post Office ‘ICO Registration Entry Details’ and ‘Privacy Policy’ which I adhere to*

<https://theoldpostofficewellbeinghub.godaddysites.com/policies>

**Intellectual Property**

All Intellectual Property Rights in, or arising out of, or in connection with my tutoring shall be owned by me. All materials supplied are part of my intellectual property; resources may be shared that have been useful in the sessions.

**Terms and Conditions Agreement**

By booking and paying for the services Anita Auer Teaching and Learning Support Services provides:

- I confirm I have read, accepted and will comply with these terms and conditions
- I confirm that I have read, understood and accepted all relevant policies and will comply with them

Child’s Name		Parent’s Name	
Parent’s Email Address		Parent’s phone number	
Parent Signature		Date or signature	