



August 2024 - July 2025

1. Definitions and Interpretation

In these terms and conditions, as amended from time to time (these “Terms”) the following words and phrases shall have the meanings set out opposite them unless otherwise clearly stated to the contrary and the singular shall include the plural and vice versa:

1:1 Tutoring:	Tutoring provided on the basis of a Tutor providing Tuition to a Tutee.
Primary Tuition Plus:	A business owned and operated by Lilli Landau, trading as Primary Tuition Plus
Group Courses:	Any course of Tuition where a minimum of 3 Tutees sign up and pay to receive Tuition together (at the same times) from a single Tutor.
Tuition:	Any service supplied by a Tutor pursuant to these Terms and “Tutoring” shall be interpreted accordingly.
Tuition Fee:	The amount(s) charged for Tuition, details of which (as updated from time to time) are available on the Website.
Tutee/ You:	Each person who signs up with Primary Tuition Plus to receive Tuition.
Tutor:	Any representative of Primary Tuition Plus offering Tuition pursuant to these Terms.
Us/We/Our:	Primary Tuition Plus.
Website:	Our website at www.primarytuitionplus.com

2. Terms and Conditions and Our Policies

- 2.1 If You contact Us to request Tuition then you agree to abide by, and that the provision of any Tuition will be governed by, these Terms.
- 2.2 You must, prior to receiving any Tuition, read Our policies in relation to safeguarding and GDPR. All of which are available on the website. You will, by attending Tuition, be deemed to have understood and agreed to those policies.

3. Current Programmes & Rates

- 3.1 **Regular Weekly Lessons (charged as a monthly rolling contract)**
 - a) **11+ Pre-Preparation Programme (Years 3 & 4):** January to December
 - b) **Mid-year starters, ADHD & Dyslexia, Online Only:** All year round
- 3.2 **Other Programmes and Lessons**
 - a) **Online Holiday Lessons:** School holidays only
 - b) **Additional Weekly Lessons:** School holidays only
 - c) **Ad-hoc/One-off Lessons:** Time-and-a-half hourly rate (x1.5). School holidays and by appointment only
 - d) **Weekend Lessons:** Double hourly rate (x2) and by invitation and appointment only

4. Fees and Payment

- 4.1 In signing up for tuition, you pay a non-refundable deposit to hold your place. The deposit will be taken off of the first invoice.
- 4.2 **Rolling Monthly Contracts** fees are paid in advance on a **monthly basis** as agreed on the Tuition Agreement Schedule.
- 4.3 **Rolling Monthly Contracts** tuition fees are payable in advance by **1st of each calendar** month or for the remainder of that month, if the tutee is starting midway through.
- 4.4 **Other Programmes and Lessons** (ad-hoc/weekend/online holiday/additional lessons) are paid in advance at **least 48 hours prior** to the **lesson** and as agreed on the Tuition Agreement Schedule.
- 4.5 **Paying:** Payment will be taken via credit card or BACS direct debit in GBP (whichever method you've signed up with) on the day of the invoice and is inclusive of any applicable VAT.
 - a) **Minimum term:** Sometimes lessons are scheduled for a minimum or fixed term which is the minimum time we will provide services to you. This will be detailed on the in your Tuition Agreement Schedule.
 - b) **Trial Lessons:** Initial 'trial' lessons are charged at the normal lesson rate. Payment for the first trial lesson must always be received at least **48 hrs prior to the lesson**.
 - c) **Offers:** Any offers which we may make available (such as Early bird, coupon codes, exclusive discounts, promotions or free to access resources) are not retrospective, not transferable, can't be exchanged for cash and are subject to availability and the terms and conditions of that offer. You can only use one offer per order.
 - d) **Extras:** You will have to pay extra if you ask for any Additional Services (such as additional tuition) which are not included on the Tuition Agreement Schedule. We will agree on a price and payment terms with you before giving any additional support. If online lessons were initially agreed, but you would like to move to in person tuition, We will agree any additional terms with you or you will be charged our standard rates.
- 4.6 **Payment Problems:** If there's a problem with payment, such paying late, we reserve the right to:
 - a) Immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.
 - b) We charge interest at the rate of 5% per week from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. We may also recover reasonable costs including, but not limited to, legal costs and expenses incurred in obtaining payment.

5. Cancellation and Termination

- 5.1 Primary Tuition Plus lessons are non-refundable.
- 5.2 Tuition lessons will continue until either a mutually agreed termination date or in the event that You fail to pay for any lessons in accordance with Clause 4 of these Terms.
- 5.3 **Cancellations:** As set out in Clause 4.2 of these Terms, payment for Tuition lessons is required a month in advance. If You wish to terminate Tuition during this time, refunds for the month paid cannot be given for the remaining Tuition lessons. Subject to any pre-agreed tuition packages, such as, which are for fixed or minimum terms, you can cancel tuition by giving us 10 days written notice.

- 5.4 **Consumer Cancellations:** The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for training. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and you are buying at a distance) then you usually have 14 days from the date after you place your order to cancel the order. However, If you use any services then you will have to pay for what you've received.
- 5.5 We can cancel tuition by giving you 10 days written notice by email.

6. Rescheduling and Attendance

- 6.1 From time to time a Tutor or the Client may need to cancel or rearrange a lesson or may run late due to unforeseen circumstances. This policy sets out the expectations and payment charges for rescheduling and lateness.

Client Rescheduling and Attendance

- 6.2 **One-to-one Lessons:** Clients can rearrange lessons by emailing hello@primarytuitionplus.com.
- a) a Client must give the Tutor at least 48 hours' notice so they are not charged for that lesson. Prepaid lessons will be rescheduled or credited.
 - b) If a Client gives less than 48 hours, then the Client must pay for the full rate for that lesson and, if prepaid, will not be rescheduled. The tutor can use their discretion in unforeseen circumstances such as an emergency.
 - c) A Client will always be responsible for payment of any non-refundable expenses associated if they reschedule or cancel any lesson.
 - d) In the rare circumstance that the student becomes unruly or disruptive and is unable to be taught then the tutor may cease tuition and full payment is chargeable.
- 6.3 **Group Lessons:** Group Lessons can't usually be rescheduled. If a Client misses a lesson, they may be able to participate in a substituted lesson but we are unable to guarantee this. Please email hello@primarytuitionplus.com in advance to see if this is a possibility. A recording of the group lesson will be made available and can be sent over for the student to catch up.
- 6.4 **Being Late:** Students are expected to attend a tutoring lesson (whether it is an individual lesson or as part of a Group lesson) no later than 10 minutes after the agreed start time. For example, if the lesson is scheduled for 3 pm the student is expected to attend no later than 3.10 pm. If the student does not attend within 10 minutes of the agreed start time, the tutor reserves the right to
- a) terminate the lesson where the student is the only scheduled attendee or
 - b) continue a Group Lesson with the other students
- and in either case, in so far as the student is concerned, it is regarded as a completed lesson and the full fee is payable and a prepaid lesson cannot be rescheduled.

Tutor Rescheduling and Attendance

- 6.5 A Tutor will give as much notice as possible if they need to reschedule their lessons. The Tutor will arrange any rescheduled lessons directly with the Client, and the Client will not be charged for any lessons that the Tutor cancels outright. Any prepaid lessons will be credited. A Tutor may offer a substitute Tutor if this is suitable.
- 6.6 If a Tutor is late to a lesson then they will make the time up or reschedule it, as will be agreed with the Client.



7. Limitation of Liability

- 7.1 Primary Tuition Plus shall not be liable for any loss, expense, damage, delay, costs or compensation which may be incurred by You as a result of or arising (directly or indirectly) from the Tuition, other than where (and to the extent) it is otherwise prescribed by law.
- 7.2 Whilst We work hard to support and extend the learning of all Tutees, this cannot be guaranteed and We are not responsible for any Tutees' lack of progress, exam failure and/or negative school report grades.

8. Responsibilities and Working Together

Tutor Responsibilities

- 8.1 The Tutor will confirm the time, location, duration and frequency of tuition lessons with you. The Tutor has also agreed to our Rescheduling and Attendance policy.
- 8.2 The Tutor will discuss the structure of lessons with you.
- 8.3 The Tutor will update you on the progress of the student, at your request or if they feel something needs to be drawn to your attention. This might not be directly after the tuition lesson and may be by email or telephone.
- 8.4 The Tutor will adhere to a strict professional Code of Practice as outlined by The Tutors' Association.
- 8.5 In case of illness or holiday, the tutor will give as much notice as possible and make alternative arrangements as possible. This could mean the tutor may offer to provide a substitute tutor for a short period of time.
- 8.6 **Preparing for Lessons:**
 - c) For tuition lessons in person at the student's home, the tutor will take all reasonable steps to arrive on time. Any missed time because the tutor is delayed will be made up either at the end of the lesson or in a subsequent lesson as agreed between the tutor and the client.
 - d) For tuition lessons online, the tutor will be logged in at the start of the lesson.
 - e) Provided that the student is available for tuition at the start of the agreed time, the tutor will give the full time agreed, with no deductions for preparation work, tidying up or other unrelated activities.

Your Responsibilities - You, and as applicable the student, agree to the following.

- 8.7 You understand your obligations to keep students safe and will comply with our Safeguarding Policy. This includes:
 - a) **Supervision:** A trusted adult should be present in the home during the tuition lesson. The adult should be able to hear and see what's happening at any time. Parents can also choose to sit in on the lesson.
 - b) **Location:** The tutoring should take place in a quiet, open area of the home, away from distractions. It should not take place in a bedroom or behind closed doors. Any intervening doors should always be kept open.
- 8.8 You will work with the tutor(s) to identify what specific support and guidance that the student needs.



- 8.9 If you/the student is taking part in a Group Lesson, other students may decide to share confidential information, and we would ask you not to disclose that information to anyone else.
- 8.10 Preparing for Lessons:
- a) For tuition lessons in person at your home, the student must be ready with all necessary equipment, in a warm, well-lit and quiet room of the home, with suitable chairs and tables to work.
 - b) For tuition lessons online, the student will have access to a computer and be logged on for the start of the lesson. Please ensure the student also has access to the usual and necessary equipment (pencil, paper, pen and rubber). Ideally, they will also need a graphics or writing tablet.

9. Jurisdiction, entire agreement and governing law:

- 9.1 These Terms and the resulting agreement are governed by the laws of England and Wales and We and You submit to the exclusive jurisdiction of the Courts of England and Wales in the case of any dispute (contractual or non-contractual).
- 9.2 These Terms constitute the whole agreement between Us and You and no variation or alteration of these Terms shall be valid unless approved in writing by Lilli Landau
- 9.3 We reserve the right to alter these Terms from time to time and will notify You in writing in the event of any changes.

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