**The Happy Tutor Terms and Conditions 2022**

**Welcome to The Happy Tutor. Thank you for choosing to boost your education with us.**

**“Happy, calm children learn best” – Daniel Goleman**

**(Author of Emotional Intelligence – Why it Can Matter More Than IQ)**

**Background**

These Terms and Conditions shall govern the relationship between Craig McAndrews t/a The Happy Tutor and the parents and/or guardians of each Student enrolled for any Service supplied by The Happy Tutor.

1. **Definitions**

1.1 The following definitions shall apply throughout this Agreement

1. **Agreement**; The fully completed Sign Up Form, to be read in conjunction with these Terms
2. All references to “**the Tutor**”, “**The Happy Tutor**”, “**we**”, “**us**”, “**our**” shall refer to Craig McAndrews t/a The Happy Tutor of Liscard Business Centre, 188 Liscard Road, CH44 5TN.
3. All references to “**the Parent**”, “**you**”, “**yours**” shall refer to the parent, guardian or other individual with legal responsibility for a Student (unless the Student is over the age of 18 years, in which case “you” and “yours” shall refer to the Student themselves).
4. **Fees**; charges set out at Annex Two to these Terms, for any Service supplied by The Happy Tutor
5. **Lesson**; each weekly provision of the relevant Service (or any other previously agreed frequency).
6. **Service**; any classes, tutoring, or mock examinations, set out at Annex One to these Terms, supplied by The Happy Tutor.
7. **Sign up Form**; our standard form, to be completed by both you and us, setting out the Service to be supplied.
8. **Student**; any individual enrolled for any Service supplied by The Happy Tutor.
9. **Terms**; these Terms and Conditions.
10. **Enrolment**
    1. You shall be required to complete a Sign Up Form when applying to Us for the supply of any Service to any Student.
    2. Upon acceptance of a Student, we will return to you the Sign Up Form, completed by us, confirming the day and time slot allocated to the Student.
    3. The Agreement in relation to each Student shall commence at the point that the Sign Up Form is returned to you, by us.
11. **Services**
    1. We agree to provide the Service to the Student, on the specified weekday and at the time as confirmed on the Sign Up Form.
    2. Whilst we will use all reasonable efforts to ensure that the same individual provides the lessons to the Student each week, on occasion that may not be possible. In such circumstances, at our absolute discretion, we may;
12. Arrange for an alternative, suitably capable individual (such capability to be determined by us), to provide the Service, or
13. Offer an alternative day and/or time within the same calendar week, such time to be agreed between the parties, or
14. Cancel the lesson for that week
    1. In the event that we are required to cancel a lesson on any week for any reason, no Fee shall be payable, and the charge for that week shall be credited against future lessons or refunded to you, on request
    2. You agree to ensure that the Student attends on time for each lesson.
    3. In the event that a Student attends more than 20 minutes after the commencement time for the lesson, we reserve the right to refuse to admit the Student for that lesson.
    4. In the event that a Student is refused admission due to Clause 3.5 above, the relevant Fee for that lesson will remain payable by you.
15. **Payment**
    1. Payment of the relevant Fee shall be made, in advance, on a half-termly basis, to coincide with the Wirral MBC academic term dates.
    2. You will be invoiced at the start of each academic half term for the upcoming period.
    3. Payment of invoices shall be strictly within 7 days of receipt.
    4. In the event that payment of any invoice is not made within 14 days of receipt, we reserve the right to withdraw the provision of Services to the Student and to terminate the Agreement with immediate effect.
    5. In the event that we terminate the Agreement in accordance with Clause 4.4, payment for any lessons scheduled (whether attended by the Student or not) up to the date of termination, shall remain payable by you.
    6. All fees shall be reviewed no later than 1 August each year. Any increases will be communicated to Parents by no later than 14 August of that year.
    7. In the event that a Parent wishes to cancel this Agreement due to an increase in fees, such notification of cancellation must be made within 14 days of receipt of any notice of increased fees.
16. **Absence**
    1. In the event that a Student is unable to attend a lesson due to a pre-planned alternative engagement, we require notification of this by you as soon as possible and at least 14 days notice of such non attendance.
    2. In the event that 14 days notice is not provided by you, the Fee for that lesson will remain payable.
    3. In all other cases, the Fee for any lesson shall remain payable irrespective of whether the Student attends the lesson.
    4. In the event of sickness, please contact us as soon as possible, and we will endeavour to offer an alternative day and/or time within the same calendar week, such time to be agreed by the parties.
    5. The waiver by us of any Fees incurred in respect of lessons missed as a result of sickness is entirely at our discretion.
17. **Behaviour**
    1. We ask that all Students attend lessons ready to learn and to display a level of behaviour that reflects acceptable behaviour in a school setting. This is to ensure that all Students in the group are able to learn.
    2. We will not tolerate rudeness, bullying, or any behaviour that will result in repeated disruption to a Pupil’s learning.
    3. In the event of unacceptable behaviour, this will firstly be addressed directly with you at the end of the lesson.
    4. If following a discussion with you, a Student’s behaviour does not improve to a satisfactory standard, you will be issued with a written warning, setting out the reason that such a warning has been given.
    5. If a Student’s behaviour fails to improve to a satisfactory standard following the issuing of a written warning, we shall be entitled to withdraw the provision of Services to the Student and to terminate the Agreement with immediate effect.
    6. In the event that we terminate the Agreement in accordance with Clause 6.5, payment for any lessons scheduled (whether attended by the Student or not), up to the date of termination, shall remain payable by you.
18. **Termination**
    1. In the event that you wish to terminate this Agreement, we require 14 days written notice of such termination.
    2. Any lessons scheduled (whether attended by the Student or not), up to the expiry of the notice period in respect of termination, shall remain payable by the Parent.
    3. In the event that we cease to provide Tutoring Services, we shall be entitled to terminate this Agreement by providing no less than 14 days written notice.
19. **Notices**
    1. All notices in respect of this Agreement shall be in writing, including by letter, email and/or text or Whatsapp.
    2. Our email address and contact number can be found on the Sign Up Form and on our website.
20. **General**
    1. Any dispute or claim arising out of this Agreement shall be governed and construed in accordance with the laws of England and Wales.
    2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
    3. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**Annex One – Services**

We are delighted to offer a range of Services, many of which can be adapted to suit an individual Student’s needs.

Please note that whilst we generally offer all Services (apart from Creative Writing, see below) by way of face to face teaching, we reserve the right to vary this to an online forum such as Zoom or MS Teams.

You will be given no less than 7 days notice of any variation.

***Confidence Building***

Some children come to tutoring because they just need a little bit of a boost. We offer a confidence boosting course to encourage Students to find the ‘key’ to their own success.

These lessons have a zero pressure approach and lessons are taught through nurturing Students to enjoy learning again.

If at any point you feel that your child has become a walking, talking confidence machine and you wish to give 11+ etc a go then please discuss this with me. We are always happy to support.

***11+ / St. Anselm’s/ Upton Hall Entrance Exams***

If your child has decided they would like to try the 11+ or any of the other entrance exams on the Wirral then this is something we can help with. The course covers all aspects of the tests needed for success. There will be a mix of maths, verbal reasoning, non verbal reasoning and english preparation in each lesson. We are also conscious to support all of our Students emotionally to ensure they feel reassured and ready to tackle anything.  We also offer mock exams to further enhance pupils' learning (see below).

If at any point you/we feel that a Student is struggling in this class then we can have an honest conversation and work together to find the right way to support them.

***Creative Writing Lessons***

We love reading and writing. As part of a Student’s usual weekly lesson we offer a free weekly creative writing lesson. This started primarily to support pupils through the writing part of the St. Anselm’s exam, however we welcome all of our pupils whether that is their school of choice or not. This takes place online through our Microsoft Teams classroom - similar to lockdown teaching (but much less stressful for parents!)

Each Saturday morning at 10am (time may vary slightly if classes are booked at 9am)

Please contact me if you are interested in this and we can add you to the Whatsapp group so you can receive the link to join when the class goes live.

***Mock Exams***

We offer mock exams as part of our service.

Mock tests usually start after Christmas when students have built enough of a foundation through attendance of lessons.

***Other Services***

If you believe that a student would benefit from any other tutoring services other than those listed above, please speak to us to see if we can assist – if we can help, we will!

Fees for any other services will be agreed between us and you, and will be stated on the completed Sign Up Form.

**Annex Two - Fees**

We firmly believe that our Services should be available to everyone and we strive to keep our Fees as low as possible.

Because of this, we offer a variety of options to you, as set out below;

***Confidence Building / 11+ / St Anselm’s / Upton Hall entrance exams***

We offer these services either as;

Student to Tutor ratio, 1:1 £40.00 per hour, per Student

Student to Tutor ratio, 3:1 £20.00 per hour, per Student

Student to Tutor ratio, 4:1 £15.00 per hour, per Student

***Creative Writing***

Creative Writing lessons are offered free of charge to all Students who are enrolled in the Confidence Building, 11+, St Anselm’s or Upton Hall entrance exam classes.

***Verbal Reasoning***

Verbal Reasoning lessons are offered free of charge to all Students who are enrolled in the Confidence Building 11+, St. Anselm’s or Upton Hall entrance exam classes.

***Mock Exams***

Our mock examinations are charged at £25.00 per exam. This includes the provision of a mock exam, carried out in exam conditions, together with marking and feedback.

Please note, a Sign up Form is not required for mock exams, and these are booked on an exam by exam basis.

The Fee for a mock exam shall be paid by you before the time that the exam is carried out by the Student.