# LANGUESOL INTERNATIONAL

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Terms and Conditions – Tutoring Services

April 7, 2020

#### **Preamble:**

The following are the terms and conditions related to language tutoring services offered by Languesol International, and/or by affiliates of Languesol International. Language tutors are highly qualified, degree/certificate-holding professionals with an extensive teaching background. Tutors are native speakers or have the highest level of language proficiency and may offer language courses in specific domains such as sports, law, business and so on. Languesol International reserves the right to modify the terms and conditions of its tutoring services as it sees fit and without prior notice. Any modification to these terms will apply to confirmed bookings made after the date of modification. Where the client is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the client and shall accept and agree to all the terms and conditions contained herein on behalf of the client.

## The sessions

Each tutor has a specific teaching method and styles. One of the main advantages of private tutoring is the ability to tailor the session and method to the needs of the individual client in a way that cannot be achieved in the larger group classroom setting. There is no set pattern or material for private tutoring. The tutor and the client may together establish the priority areas. A test may be given prior to the start of tutoring sessions to allow the tutor to assess the client's needs to design suitable lessons for the client. Each session should last for one-hour and is held online. Please ensure that tutoring can be conducted in a quiet atmosphere conducive to concentration on the lesson involved. Provision of exercise books and textbooks, where necessary, is of the client's responsibility. The classes will be held online at languesolinternational.com The client agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work, thoroughly and promptly.

#### **Scheduling**

All scheduling must be done via the bookings section at <a href="www.languesolinternational.com">www.languesolinternational.com</a> It is the client's responsibility to make sure the schedule is accurate, and that attention is paid to the different time zones, where applicable. Classes must be scheduled within 7 days following payment. Please contact us quickly if difficulties to schedule are encountered; assistance will be provided.

#### **Cancellations**

If a Tutor, for any reason, must stop tuition mid-course, Languesol International will endeavour to replace that Tutor as soon as possible, subject to availability, in order to minimise disruption to the client's progress. Should a client decide to cancel a session, at least 2 days notice must be given via email to info@languesolinternational.com of their unavailability to attend a session or desire to discontinue remaining sessions. There will be no make-up sessions for cancellations without due notice. For example, for a session scheduled on Wednesday, notice of cancellation should be sent on Monday, the latest.

#### **Payment for tutoring services**

A confirmed booking is a booking that has been paid for in full. Payment must be made online at www.languesolinternational.com via bank card at the time of registration. Languesol

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International uses a secure payment gateway and does not have access to the credit card details of its clients. The client must never pay tutors directly.

### **Refund policy**

Clients may cancel free of cost in the 36hours following payment for lessons. No refunds will be offered in case of cancellation after 36hours. Languesol International will match the client with another tutor if the client is unhappy with their tutor. The cost indicated is per client. Should a third party be included in the online sessions, full payment and registration is expected by that individual. Failure to this will result in the immediate cancellation of sessions with no refund issued and the client's removal from the platform. Sessions for packages must be booked for a period not exceeding 8 weeks, excluding Jamaican holidays and annual office closures. No refunds will be offered for classes not attended following the 8-week period. Eg. If the first class commenced on January 2 the final class cannot be after February 27.

### No Guarantees or Warranties.

The client understands that Languesol International does not guarantee any specific outcomes as a result of tutoring. Languesol International will provide a tutor to help the student succeed. The rest depends on the student.

## Waiver of Negligence.

The Client waives any negligence on the part of Languesol International regarding the hiring or supervision of the Tutor, or the Tutor's actual conduct.

## **Limitation of Liability.**

In the event of litigation, Languesol International's and/or by affiliates of Languesol International's total liability shall not exceed the amount of money the client paid Languesol International and/or by affiliates of Languesol International for services rendered. Any dispute or litigation regarding the validity or interpretation of these terms will be addressed before the relevant legal entity in Jamaica which has jurisdiction over Languesol International.

#### **Intellectual property**

All lessons, drawings, exercises, activities and other material related to the tutoring services offered by Languesol International shall remain the property of Languesol International and should not be reproduced/shared without the written authorization of Languesol International via email. Meeting codes should also remain confidential.

# **Data Protection Act.**

Languesol International will use client data for the purposes of the services that it provides. Clients providing personal data to Languesol International are consenting to the use of that data by Languesol International for the purpose of effecting introductions to Tutors, for billing and fee collecting purposes and to enable Languesol International to contact the client from time to time. Where required for legitimate purposes in connection with Languesol International's business and subject to suitable safeguards that data may be transferred to others.