



## Terms and conditions for Private Tuition

Note, our T's & C's for online revision courses and in-person revision courses are available on our website or directly when courses are purchased.

### 1. Definitions

- a. Throughout our terms and conditions, parties will be defined as:
  - i. THE TUTOR: [TUTOR]
  - ii. THE STUDENT: The person receiving tuition from The Tutor, [STUDENT]
  - iii. THE PARENT: The primary contact for The Tutor who is a parent or guardian of The Student, [PARENT/GUARDIAN]
  - iv. THE LESSON: The time pre-booked for an allotted lesson, either in-person or online.
  - v. LESSON LOCATION: The pre-agreed location for all in-person lessons to take place if applicable. [LESSON LOCATION]

### 2. Statement of intent

- a. **Subject(s) to be tutored:** [STUDENT]
- b. **Lesson content:** Lessons will be designed and executed by The Tutor. If The Student or The Parent have a specific expectation of a lesson or series of lessons' content, they can inform The Tutor and this will be taken into account. Questions can always be asked by The Student and The Tutor will be happy to be flexible within The Lesson to address The Student's immediate needs.
- c. **Introductions:** The Parent and The Student will meet Kathryn during an in-person or online assessment meeting of up to half an hour. This can be separate to the first lesson or take place in the first half of the first lesson. This is a paid introduction but the introduction time only will be refunded if tuition is not continued past the lesson which included the introduction.
- d. **Terms of service:** Ongoing and one off tuition will be pre-booked. Ongoing tuition will follow the cancellation policy below until notice is given by either party.

### 3. Booking Lessons

- a. **Lessons:** Lessons with The Tutor will be pre-booked by The Parent and will have a duration of an hour or more. Above an hour, lessons can only be booked in units of 30 minutes. All online lessons will be delivered via Zoom.
- b. **Parent consultations:** Infrequent consultations under 15 minutes will be given at no cost if there is time availability. Consultations can be booked by The Parent if more time is required to discuss The Student or other academic advice.
- c. **One-off reservations:** One off lesson reservations or parent consultations can be booked via email and a diary confirmation will be sent.
- d. **Regular reservations:** Regular lesson reservations are required to be weekly and should be booked by email; a diary confirmation will be sent. Weekly reservations are only valid for the academic year from September to July and are subject to the cancellation policy.
- e. **Reminders:** Reminders will only be sent via email for online lessons through a Zoom invite. Zoom invites will be sent at least 15 minutes prior to the start of The Lesson.

### 4. Your Tutor

- a. **Confidentiality and copyright:** LearnSmart Academy (Kathryn Hopwood) owns the Copyright on all the Intellectual Property shared.
  - i. Permission is not given to record or share this IP with any third party.
  - ii. We are aware during the process of tuition, information will be shared which may be of a confidential or sensitive nature. With the exception of safeguarding, information will not be disclosed unless express permission is given from The Parent.
  - iii. At no time will lessons be recorded unless permission is agreed by both parties.
- b. **Disclaimer:** The Tutor's role is as a learning specialist and an academic advisor.

- i. Specific exam or test results are not guaranteed as they will depend on the effort, interests and strengths of The Student.
- ii. Any actions taken by The Parent, The Student or any other third party in response to advice from The Tutor will not be the responsibility of The Tutor.

## 5. Conduct

### a. **Behaviour:**

- i. Behaviour considered threatening or abusive by The Student towards The Tutor will not be tolerated. If this occurs, The Lesson will be terminated immediately and the Fees not refunded. Future lessons may be cancelled or postponed.
- ii. The Tutor is not responsible for the conduct of The Student during The Lesson.

### b. **Damage:** Damage is defined as physical harm that impairs the value, usefulness, or normal function of something.

- i. The Parent is liable for any Damage caused (accidental or otherwise) by The Student to the property of The Tutor during The Lesson, such as technology, property and personal possessions.
- ii. The Tutor is not responsible for any damage that was not caused by the negligence of The Tutor.

## 6. Compliance

a. **Child protection:** The Tutor will hold a valid DBS Basic Certificate at all times whilst a tutor and will be First Aid Trained to protect The Student whilst giving peace of mind for The Parent.

b. **Insurance:** The Tutor will be responsible for obtaining and renewing relevant personal insurance.

## 7. Safeguarding and wellbeing

a. **Safeguarding:** The Student's wellbeing is of paramount importance. The Tutor has a duty to report concerns or suspicions of abuse, together with criminal behaviours and will report concerns to an external body to enable appropriate investigation and response.

b. **Wellbeing:** If there are any existing circumstances or changes in circumstance which affect The Students wellbeing, The Tutor invites The Parent to share with The Tutor, so they can maintain a healthy working environment. This information will be treated with the utmost sensitivity. The Tutor will inform The Parent if at any point The Tutor is concerned about The Student's wellbeing. The Tutor is not responsible for the wellbeing of The Student but will put in place reasonable measures to help.

c. **Accidents:** For use if the student has an accident during a lesson in person or online, an emergency contact number should be provided by The Parent and which will be used by the Tutor. The Tutor will not be held responsible for any harm come to by The Student during the time The Tutor is teaching or in the Lesson Location of tuition.

d. **Health-related emergencies:** Although First Aid Trained, The Tutor is not responsible for the health of The Student or any other persons. The First Aid training allows The Tutor to help with health-related emergencies but is not responsible for any outcomes or decisions made.

e. **Equal opportunities:** If The Student is hard of hearing, has significant vision loss, has any allergies, any learning disabilities or any other physical or learning impedance, The Parent should notify The Tutor prior to the commencement of the first lesson.

## 8. Communication

a. **Primary contact:** The Parent is the primary contact of The Tutor.

b. **Other parents or guardians:** Other parents may contact The Tutor and it is at the discretion of The Tutor whether to include the primary contact (The Parent) in all communications. Other parents or guardians are subject to the same Terms and Conditions as The Parent.

c. **Communication directly with The Student:** Communication directly between The Student and The Tutor will only occur if permission is given by The Parent and a communication platform such as email or WhatsApp has been agreed. The Parent may request to see any such communication between The Tutor and The Student at any time.

d. **Contact information:** The Parent must provide The Tutor with contact details, including phone numbers, an email address and a home address if in-person tuition will take place. This information will be stored in compliance with the GDPR policies.

## 9. Investment fees

a. **Rates:** Fees for tuition are charged on an hourly rate and are fixed. The agreed hourly rate for the [YYYY-YYYY] academic year will be £[RATE]. Rates will be fixed for each academic year from September to July.

b. **Materials:** All books, subscriptions and materials purchased from 3rd parties needed by The Student will be purchased by The Parent. If purchased on behalf of The Parent by The Tutor, an expense (with proof of purchase) will be included in the next payment, or if tuition is terminated, it will be separately invoiced, payable by the 3rd of the next month.

- c. **Travel expenses:** Travel expenses will be charged to The Parent and reimbursed to The Tutor if the Lesson Location is outside of a 5 mile radius from LearnSmart Academy.
- d. **Payment:** Payment can be made by BACS on receipt of invoice one of two ways:
  - i. Upfront in 5, 10 or 15 hour packages;
  - ii. Monthly by the 3rd of the next month.
- e. **Missed payments:** If payment is not received by the 3rd of the next month after The Lesson occurred, notification will be given to The Parent. If payment is not received by the 10th of the next month after The Lesson occurred, all future bookings will be paused until payment is received. If payment is not received within two months of The Lesson occurring, a formal process will begin.
- f. **Payment details:** Our payment details via BACS are as follows:
  - Account name:* LearnSmart Academy
  - Account number:* [ACCOUNT NUMBER]
  - Account sort code:* [SORT CODE]
  - Reference:* [STUDENT REFERENCE]

*Invoices can be provided if needed. Do let the LearnSmart Academy Office know if you require it.*

## 10. Cancellation policy

- a. **All lessons are non-transferable**
- b. **Parent cancellations:** Our cancellation policy is such that it gives LearnSmart Academy time to book last minute lessons for any students on a waitlist if a lesson cannot be attended by The Student. Cancellations must be made via email to ensure they are received. Our policy is such that:
  - i. if cancellations are made before 48 hours in advance, a full refund will be given;
  - ii. if cancellations are made before 24 hours in advance, a 50% refund will be given;
  - iii. Cancellations within 24 hours will be considered a late cancellation. Late cancellations or no-shows will result in full fee payment;
  - iv. If ongoing tuition is terminated or paused, The Tutor must be notified by The Parent prior to 48 hours before the next lesson. If three Lessons in a row are cancelled or missed, the weekly reserved slot will be released for other parents to book, unless The Tutor has been notified of a need to pause.
- b. **Student cancellations:** If The Student informs The Tutor of a cancellation, The Tutor will confirm with The Parent upon receipt of notice. The time of The Student cancellation will be considered the time of notification. The Cancellation Policy then follows the same process as for Parent cancellations.
- c. **Tutor cancellations:** The Tutor will only cancel lessons if there is an unexpected occurrence. In the event of an unexpected occurrence (classified as an emergency, being physically unable to attend, connectivity issues or technology failure), The Tutor will inform The Parent at their earliest convenience. The Lesson will be refunded or not charged and where possible rescheduled. If rescheduled, The rescheduled Lesson will be charged at the normal rate.
- d. **Reversing cancellations:** Cancellations can not be reinstated once formal cancellation has been sent by email as the time slots are likely to have been booked by other families.
- e. **If The Student is late:** If The Student is late to a lesson, the length of the lesson will be shortened as The Lesson will still terminate at the end of the allotted time. There will be no fee reduction. At 5 minutes past the lesson start time, The Tutor will communicate to The Parent (and The Student if contact details are held) to remind them. If The Student is later than 15 minutes to a lesson, the tutor will terminate the Zoom invite (if online) or drive away from the Lesson Location (if in-person). Any pre-agreed expenses would still be liable to The Parent.
- f. **If The Tutor is late:** If The Tutor is late because of traffic or other unforeseeable reasons, The Tutor will endeavour to still deliver the booked tuition duration by running over, or will make up the lost time in the next lesson. If this is not possible due to either The Tutor or The Student being unable to run over, The Parent will only pay fees for the percentage of The Lesson time that took place.

## 11. Complaint and Grievance Policies

- a. **Immediate concerns:** Do inform The Tutor directly if there are any questions or concerns about The Lessons. The Tutor will seek to either immediately resolve the issue or will formally respond.
- b. **Sensitive complaints or queries:** For any more sensitive complaints where there is concern about talking with The Tutor directly, do contact our Business Director at our LearnSmart Office. All complaints will be handled with the utmost care and attention and we will seek to resolve all issues at the earliest convenience.
- c. **Refunds:** Refunds are not available for tuition delivered but they may be given at LearnSmart Academy's discretion.

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## The Student Room: Information for students.

We are excited to be working with you! There are a couple of things going forwards with our lessons that it would be useful for you to know.

- **Communication:** The tutor is happy to communicate directly with the student if permission is given by the parent(s). Communication channels include Email, Text, WhatsApp, Skype and Telegram.
  - **Cancellations:** If the student needs to cancel a lesson, they can inform the tutor directly or communicate via their parent(s). If they contact the tutor directly, the tutor will check with the student's parents about the cancellation. If the student needs to cancel, the student needs to give two day's notice for the parents not to be charged.
  - **Lateness:** If the student is late to a lesson, the length of the lesson will be shortened as the lesson will still terminate at the end of the booked time. At 5 minutes past the lesson start time, the tutor will communicate to the parent (and the student if contact details are held) to remind them. If the student is later than 15 minutes to a lesson, the tutor will terminate the Zoom invite (if online) or drive away from the lesson location (if in-person).
  - **Behaviour:** Behaviour considered threatening or abusive by students towards the tutor will not be tolerated. If this occurs, the lesson will be terminated immediately and the fees not refunded. Future lessons may be cancelled or postponed.
  - **Damage:** Damage is defined as physical harm that impairs the value, usefulness, or normal function of something. The tutor is not responsible for any damage caused by the student during the lesson. The parent(s) are liable for any damage caused by the student to the property of the tutor during the lesson, such as technology, property and personal possessions.
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- I confirm [STUDENT] has read and agrees with “The Student Room” .
- I confirm that I have read and agree with the above Terms and Conditions and have communicated with The Tutor or LearnSmart Academy all required information to tutor my child.

LearnSmart Academy very much looks forward to working with you!

**The Tutor:** [TUTOR]

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**The Parent:** [PARENT/GUARDIAN]

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_