**Terms and Conditions**

**Please read all these terms and conditions.** As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

These terms are agreed when you sign up for tuition through our website or by email exchange and for the avoidance of doubt, proceeding with tuition implies full acceptance of the terms of this agreement.

Application & interpretation

1. These terms and conditions apply to the purchase of services and goods by you (the **Customer** or **you**). We are Total Tutoring Limited (**Total Tutoring**), registered number of 10263797 and with registered offices at 9 Bassetsbury Lane, High Wycombe. (**Supplier, Us, We**)
2. These are the terms on which we sell all services and goods to you. You can only purchase services from our website if you are eligible to enter into a contract and are at least 18 years old.
3. As our services are provided to young people and we need to be able to ensure their welfare whilst with us, you must be the parent or legal guardian for the child receiving tuition in order to enter into contract. This requirement and the terms and conditions within form the basis of the legally-binding agreement (**agreement**). In the event that service payment is from another party, our agreement remains with you.
4. Services and goods are in pursuit of academic learning. Tuition can be delivered in person or via online communication platforms and are typically time-bound in duration as hourly sessions (**sessions, lesson, hourly tuition**). Within the time-bound session, there will be an element of turnaround to collect, settle and return children.
5. The academic year runs from September to August and is divided into 6 half-terms. The half term structure forms the basis of our academic planning, fees structure and notice period (below).
6. Pre-booking and waiting list customers are signing up for a future academic year for which we will endeavour to provide the service with the payment of a deposit. Total Tutoring retains the right to withdraw the service and return the deposit.

Fees and Payment

1. Fees for hourly tuition are £32.50 per hour for groups and £55.00 per hour for individual tuition for academic year 2022/23. This is payable half-termly on the day before the start of each half term to Total Tutoring. Fees will be reviewed termly and we will give our customers a half-term of notice when we revise our fees.
2. Our preferred method of payment is via bank transfer. Our bank details are:
   * + 1. **Total Tutoring Ltd., Sort code: 23-05-80, Account number 47947952**
       2. **Reference: your child’s name e.g. A.Brown**
3. Online booking on the Total Tutoring website is used for some services including waiting list, deposit payment and summer school.
4. New customers who wish to join our courses, will pay a non-refundable deposit of £195 upon joining unless otherwise stated. This will be applied as a credit towards your final payment of fees on receipt of half a term of notice. In the event of Total Tutoring being unable to provide the future service the deposit will be returned within 30 days of our notification and upon receipt of payment details from the customer.
5. Exsisting customers who wish to continue tuition in the next academic year will pay a £195 non-refundable payment at the end of the summer term (1st July) to secure the space in the new academic year. This will be retained for payment of your last half-term of fees.
6. Trials are offered to new students on a ‘pay if you stay’ basis. Total Tutoring is keen to support trials and there is no upfront payment; if a family decide to not proceed there is no charge, if you decide to sign-up then we ask for payment for that lesson at the prevailing fee for an individual lesson as well as the deposit and fees for the rest of the half-term. Total Tutoring offer trials at their discretion.
7. Referral scheme and other discounts (e.g. event earlybird) are offered and withdrawn, at the complete discretion of Total Tutoring.
8. Summer school, mock exams and other optional events throughout the year are offered on a first come first served basis and attract an event fee which is detailed on the website or by email. Places on the event are only secured once payment (or deposit depending on event) is received. These are not refundable unless the event is cancelled as a result of Total Tutoring’s actions.
9. Prompt payment is appreciated and Total Tutoring reserves the right to cancel tuition sessions if payment has not been received per the clauses above. However, if payment is difficult for unforeseen hardship reasons please contact Total Tutoring. We will treat all such conversations sensitively and confidentially.

Termination

1. In the event of you wishing to terminate tuition you must give a **minimum of half a term’s notice** - this should be communicated in writing before the first Monday of each half term of teaching - if you give late notice, you remain liable for the subsequent half-term of fees. For example, the last date you can give notice to stop tuition at the end of the autumn term is the Sunday of the half-term holidays as defined by Total Tutoring’s term dates; if notice is received after this then you would be liable for both the end of the autumn term and the first half of the spring term.

Timing, cancellations, illness and holiday lessons

1. The student is booked in for a particular time slot; the tutor undertakes to always be available for the duration of the agreed slot, but if the student arrives late then the time will not be made up afterwards. The pupil must be collected on time at the end of the lesson. For repeat occasions the tutor reserves the right to charge (at the rate of £5 per 5 minutes or part thereof) for late pick-ups, or to terminate tuition.
   1. A pupil with an infectious disease should adhere to government guidance on school attendance, simply if they are not suitable for school then they are not suitable for tuition so please do not come. We may be able to arrange an online alternative if the child is well enough to participate, please contact us with as much notice as possible to discuss this, this is offered on a best endeavours basis.
   2. In the event of a tutor needing to cancel, the class will be rearranged at a mutually convenient time and date for both tutor and pupil(s), be covered by another tutor or a refund / credit issued in the final instance.
   3. We reserve the right to move the tuition to an online platform for the safety and welfare of staff should the need arise.
   4. Subsequent lessons will continue at the original time and dates, until a mutually agreed termination date or the end of the course whichever is the sooner.
2. Additional tuition outside of term time is occasionally offered e.g. top-up across holiday. In this event, the tuition session (time & date) must be agreed in advance of the holiday period in question with the Total Tutoring tutors and customer. Holiday periods are also when our Tutors take holiday and we wish to limit uncertainty and late adjustments. Agreed session plans outside of term-time will be subject to the same fee structure and terms and conditions.

Behaviour, Safeguarding and Privacy

1. We will treat you and your child with respect and civility; we foster this in our lessons and our interactions with parents and we expect this to be returned. We reserve the right to withdraw our tutoring services with immediate effect if our staff feel unsafe or uncomfortable, for any reason. If this is because of parent, carer or pupil’s actions then you will be responsible for the rest of the half-term’s fees or the balance of the event or course.
2. Our tutors are all experienced in behaviour management; we treat children with respect and kindness. Children are expected to behave in a suitable manner, conducive to learning during lessons and courses. In the unlikely event that the tutor believes your child’s behaviour is detrimental to their learning or the learning of others we reserve the right to ask your child to leave with immediate effect. You will be responsible for the rest of the half-term’s fees or the balance of the course. Total Tutoring reserves the right to charge for wilful damage to property.
3. Online tuition should take place in a quiet family area, examples are kitchens, dining rooms, lounges and playrooms. Unsuitable environments are private areas such as bedrooms and bathrooms. Doors to the tuition area should be left open and children should not be left alone in the house when they are being tutored online. Children are asked to be appropriately dressed for tuition. If our tutors feel uncomfortable with the situation they will leave the online tuition and the session will be forfeited. You will be contacted to rectify the situation before the next session.
4. Our tutors are Enhanced DBS checked for safeguarding purposes. Our High Wycombe classroom is deliberately multi-windowed and has high visibility. For further visibility, CCTV recoding equipment is installed at Rye Cottage and online lessons may be recorded; these will be overwritten as the electronic storage fills. Recordings of lessons will only by accessed by tutors working in pairs with clear remit such as training or safeguarding. Any safeguarding concerns should be referred to the Founding Director who will progress them appropriately. If a tutor feels the child is in immediate danger, the Total Tutoring reserves the right to pass the information directly to relevant authorities.
5. Total Tutoring use the information you provide to us and the information we collect about you, solely and exclusively to provide or improve our service to you. We will not share, rent or sell information about you to any third party unless it directly relates to your service with Total Tutoring.

Limitation of Liability

1. While the tutor will endeavour to ensure that the pupil makes satisfactory progress, this cannot be guaranteed, and Total Tutoring cannot be held accountable for the academic success or otherwise of the pupil. To the maximum extent permitted by law, Total Tutoring accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Tutor’s services or any errors or omissions in the contents of the Tutor’s learning materials. You the client specifically waive any and all claims arising out of the use of this tutoring service.

Intellectual Property

1. All materials and communications we create in-house are subject to intellectual property rights and copyright; they are only to be used for the pupil being tutored for the duration of our tuition. You agree that you will not publish, distribute or share any portion of any materials without prior written permission from us. This includes but is not limited to worksheets, book lists, schemes of work, Homework schedules, exam papers and planning documents.

Confirmation

Confirmation of acceptance of this agreement is via the online form on the Total Tutoring website (checkbox) OR via express email correspondence OR by signing and returning the following:

I can confirm that I have read and accept Total Tutoring Ltd’s Terms and Conditions. I am a parent or guardian of the tutored child named below and agree to abide by Total Tutoring’s Terms and Conditions as set out above.

Customer name   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of tutored child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed customer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_