1. **Definitions**

For the purposes of this Agreement, the following definitions shall apply:

**Client:** The term "Client" referred to as ‘you’ or ‘your’, refers to the individual or entity who is paying for the tuition service provided by the Tutor. In the context of this Agreement, the Client engages the Tutor service to receive tutoring services for the Student.

**Tutor:** The term "Tutor" refers to the individual who is introduced to the Client for the purpose of providing tutoring services to the Student.

**Student:** The term "Student" refers to the individual who is receiving the tuition services provided by the Tutor. The Student is the recipient of the educational support and guidance offered by the Tutor and paid for by the Client. Agreed Hourly Rate’ means the rate payable for tuition as agreed between Claire Woolger Tuition and the Client.

**‘Accompanying Adult’** means a parent or guardian or in the event of neither being available, any responsible person, over the age of 18.

**2. Acceptance of Terms**

2.1. Please read these Terms and Conditions carefully before using my online tuition service.

2.2. These Terms govern your use of the online tuition services provided by Claire Woolger Tuition

2.3. By using the online tuition service, you acknowledge that you have read, understood, and agreed to these Terms, and you represent that you are of legal age to enter into a binding contract. If you are accepting these Terms on behalf of a minor, you acknowledge that you are the legal guardian or parent of that minor and accept full responsibility for their compliance with these Terms.

2.4. Any changes or modification ns to these terms and conditions are not valid unless they are officially approved in writing by Claire Woolger Tuition,

2.5 Claire Woolger Tuition reserves the right to amend these terms and conditions and associated documentation at any time.

2.6 These terms and conditions do not affect your statutory rights. This agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

1. **Services Offered**

3.1. My online tuition services include the provision of educational content, tutoring, and related services to support students in reaching their academic goals in English. The specific service and schedules will be outlined in your initial consultation with me.

**4. Booking, Cancellation and Rescheduling:**

4.1 Sessions during school holidays are scheduled at the Client/Tutor discretion.

4.2 Bank Holidays and other national or religious holidays that either the Tutor or the Client wish to observe, are considered school holidays and Clients are under no obligation to schedule a Session.

 4.3 I will follow the school holiday calendar of the borough in which the student attends school (or lives where the child does not attend school).

4.4 I would like to be as flexible as possible with the rescheduling of sessions and initially leave one-off rescheduling to Client/Tutor discussion. However, I ask that you give me a notice period of at least 48 hours to request the rescheduling of a session.

 4.5 I am not under any obligation to reschedule a pre-arranged session.

 4.6 Where it has not been possible to reschedule a Session for any reason, the Session will be cancelled completely and will remain chargeable or not be refunded.

4.7 Where a Client repeatedly cancels or asks to reschedule a Session, I reserve the right to review the length of this contract with the Client, and the slot may be given away to another student.

4.8 Where a Session results in cancellation due to the Tutor not being able to attend, the Session will not be chargeable, or it will be refunded.

4.9 It is the responsibility of the Client to ensure that an Accompanying Adult is present at the address where the Session is taking place and for the duration of the Session. Accompanying Adults must make themselves known at the start of each Session. I will not teach a Student who is under 18 in a residence without an Accompanying Adult being present in the residence at the same time. If no Accompanying Adult can be provided the Session will be terminated and a refund will not be applied. If the Session takes place online, then an Accompanying Adult must still make themselves known at the beginning of the session. All online Sessions will be recorded.

4.10 If the Student and/or Accompanying Adult are/is late for a Session, I am not obligated to work beyond the scheduled end time and the Session will be charged at the Agreed Session Rate. If I do work beyond the scheduled end time at the Client’s request, I reserve the right to charge for the additional time.

4.11 If I am late for a Session, then I will arrange to make up the lost time.

4.12 If the Student or Client chooses to terminate a Session early (for example, after half an hour of the-hour session), the Session will be charged at the usual price.

**5. Tutor Obligations**

5.1 I agree that all lessons will be delivered to Students at a professional standard.

5.2 I am responsible for planning and delivering lessons which are tailored to the individual needs of the Student. Planning time is factored into the cost of a Session.

5.3 I will deliver online lessons via Zoom or Google Classrooms at mutually agreed times.

5.4 I will have my camera and microphone on at all times during the lesson.

5.5 I reserve the right to report behavioural problems during lessons to the Accompanying Adult at the end of the session and terminate a session if a student demonstrates unacceptable or offensive behaviour.

5.6 I observe the "Keeping Children Safe in Education" guidelines at all times. Any disclosure where a child’s safety is called into question therefore cannot be kept confidential.

5.7 I will provide weekly homework if requested by the Client.

5.8 Homework will be marked prior to the session, and live marked during the following lesson with verbal and written feedback given to the Student.

5.9 Paid "Parent’s Meetings" with the me can be arranged at mutually convenient times.

**5. Client Obligations**

5.1. The Client must provide a quiet environment for the Student to access their lessons from.

5.2 The Client must ensure that the Student has the appropriate equipment for each lesson, including a pen, pencil, paper and the set text studied.

5.3. The Client must ensure that the Student is set up in the online meeting at least 5 minutes before the scheduled start time to ensure they are ready to start on time.

5.4 Clients will receive a recurring lesson link before the first lesson, which will be used to access each subsequent lesson. It is the Client’s responsibility to save the lesson link and have it accessible to the Student at the start of every lesson.

5.5 Students are expected to have their cameras on at all times during the lesson.

5.6 Any problems during a lesson, including Student difficulties or achievements, must be reported to the Tutor immediately.

5.7 Clients may request specific topics or objectives for 1:1 lessons with 48 hours' notice for proper tutor preparation.

5.8 For Students under 18, an Accompanying Adult must be present in the house during online lessons for safeguarding reasons.

5.9 Clients must ensure that students are fully dressed during all lessons. Students should not conduct lessons from their bed, and clients should make sure students are in a place where the Accompanying Adult can easily check in.

5.10 Clients may request for weekly homework to be supplied by the Tutor.

**6. Termination and Replacement:**

6.1 The Termination or Conclusion of the Agreement occurs when all of the obligations under this contract are complete or discharged. Conclusion of the Agreement will typically occur at the end of the final lesson but may occur at another time in accordance with section 4 of this contract.

6.2 I reserve the right to terminate or suspend your access to my services at my discretion if I believe you have violated these Terms or for any other reason (outlined in Section 4). The Client may also terminate tuition by providing written notice to me.

 6.3 If the Client wishes to terminate the Sessions mid-course for any reason, no refunds can be granted for the balance of Sessions that have been taught; furthermore, one week’s notice must be provided. In that week the Client may choose to utilise the Session or Sessions that were scheduled to occur during that week, or not, but will not be refunded if the Client chooses not to utilise the Session or Sessions during that week.

**7. Code of Conduct & Child Protection:**

7.1 Clients are required to honour the Child Protection Policy, copies of which are available on the Claire Woolger Tuition website.

**8. Payment:**

8.1 The Client agrees to the purchase of tutoring services on behalf of the Student.

8.2 Total payment must be made via a My Monzo link sent via email within 24 hours of booking a series of lessons. Claire Woolger Tuition will hold a Tuition slot for 24 hours of booking being made. If no payment has been received within 24 hours, then the session reservation times may be released to another client.

8.3 I reserve the right to change my pricing and payment terms at any time, with notice provided to

the Client – this will not affect pre-booked and paid for sessions – but any subsequent ‘new’ bookings.

**9. GDPR Statement**

9.1. Personal data will be securely stored and used only for tuition related purposes.

9.2 Personal information will not be shared with third parties without explicit consent, except when legally required.

9.3 Clients have the right to request the deletion of their information; however, tuition may cease upon deletion.

**10. Privacy**

10.1 The Privacy Policy outlines how I collect, use, and protect your personal information. By using my tuition services, you consent to the practices described in the Privacy Policy.

**11. Limitation of Liability**

11.1 To the extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from or in any way related to your use of our services, even if we have been advised of the possibility of such damages.

11.2 While I aim for Student progress, I cannot guarantee academic success or a particular grade, and I am not liable for academic outcomes.

11.3 I accept no liability for direct or indirect losses, damages, or errors in learning materials.

**12. Changes to Terms**

12.1 I reserve the right to update these Terms at any time. Any changes will be posted on my website

12.2 It is the Client’s responsibility to review these Terms periodically for changes.

**13. Contact Information**

13. 1 Should you have any questions or concerns about these Terms or our services, please contact me at

claire@cwtuition.co.uk

**By using my online tuition services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**