

### **Terms and Conditions for Tuition:**

These terms and conditions are valid for all tuition from 1st September 2023. Guiding Young Minds (GYM) reserve the right to make changes to these terms and conditions from time to time and parents will be notified of these with as much notice as possible.

### **Registration:**

Clients are required to provide contact details including postal address, email and mobile numbers to enable GYM to communicate with you effectively. Please ensure that you inform me if any contact details change during the academic year.

### **Booking and payment for Group Tuition:**

- Lessons are charged as per the rates on the GYM website and last for duration of 1 hour.
- Invoices will be sent out on the 2nd week of each month for the lessons booked the following month.
- Payment must be made by 28th day of each month, unless an alternative date is specified on the invoice.
- Fees for group lessons must be paid in advance per month by BACS and are non-refundable due to the nature of group tuition. Notes/homework etc. (where requested) from missed lesson will be provided.
- If payment is not received by the due date, students will be at risk of their space being filled by another student on the waiting list.
- Non-payment of fees – GYM reserves the right to refuse to allow the student to attend tuition while fees remain unpaid or if there is a persistent failure by you to pay the fees on time.

### **Booking and payment for 1:1 Tuition**

- Lessons are charged as per the rates on the GYM website and last for duration of 1 hour; however bespoke lesson lengths are available upon request.
- Fees for tuition are payable by BACS Monthly in advance.
- Invoices will be sent out on the 2nd week of each month for the lessons booked the following month.
- Payment must be made by 28th day of each month, unless an alternative date is specified on the invoice.
- If payment is not received by the due date, students will be at risk of their lesson slot being filled by another student on the waiting list.
- If payment is not made before a scheduled lesson, the session will be cancelled incurring the full lesson fee and payment. No further lessons will be scheduled or take place until payment had been made in full.

### **Ad hoc and school holiday lesson(s):**

If Ad hoc lessons are required, I will try to accommodate these where possible, subject to availability or last minute cancellations. If you would like to be added to the reserve list for this please contact me to advise, please also state how flexible you are and how much notice you would need to take up an available space.

School holiday lessons can be arranged subject to availability, please contact me to arrange.

### **Cancellation Policy**

#### **1:1 Lessons:**

Lessons cancelled with less than 48 hours' notice will be billed to the client in full.

If for any reason you need to reschedule an agreed lesson, I am happy to do so, subject to availability at a date/time that is mutually convenient to both tutor and student, when at least 48hrs notice has been given as above.

Any lessons cancelled by me for any reason, will be rescheduled where possible, or refunded in full.

**Group Lessons (including courses):**

Group lesson fees are non-refundable; any lesson cancelled/missed will not be rescheduled due to the nature of group tuition. Access to notes and homework etc. (where requested) from any missed lesson will be provided.

Cancellation due to illness: For the first occurrence GYM will look to re-schedule (or roll-over the full cost to the following month), thereafter GYM will refund only half the cost of the session in order to cover fixed costs.

Any lessons cancelled by me for any reason, will be rescheduled where possible, or refunded in full (credited to your next invoice).

Repeated Cancellations – GYM reserves the right to withdraw tuition for repeated cancellations and/or no shows.

**Reservations and Waiting Lists:**

Places for each academic year can be reserved in advance with a non-refundable deposit of two lessons. This will be deducted from the first invoice of the new term when regular tuition recommences. When I am fully booked, I operate a waiting list, as there are times of the year when students come to the end of their tuition e.g. May after KS2 SAT's. Places (each new academic year and mid-year) are allocated first to existing students and then to students on that year's waiting list (in order they were placed on the waiting list).

**Termination policy:**

Lessons will continue until a mutually agreed termination date, subject to a minimum of 2 weeks' notice in writing. If this coincides with the end of a term, then written notice must be given before that term ends. This is to allow an appropriate transition, allowing me to offer the lesson to a waiting client with reasonable notice. I reserve the right to end our agreement with appropriate notice as per the above.

**Time Keeping, Behaviour/Student Expectations:**

Time Keeping: If you arrive late to your lesson the time will not be extended, the lesson will end at the designated time to enable the next session to have their full lesson. If for any reason the Tutor is late the lesson duration will take place in full.

Behaviour/Student Expectations: We will always treat students with the utmost care and respect. We expect the same in return from the children. This extends not only to the way children speak to staff, but also the way they speak to each other and how they treat the learning environment. Disruption of lessons will be raised with parents if necessary and is part of our commitment to ensuring that every child receives the best possible learning journey whilst with us.

We reserve the right to cancel any bookings for students whose behaviour is unacceptable, or where abusive language is used by either parent or student. Although this is very unlikely, you will, of course, receive a refund for outstanding lessons if I need to enforce this.

**Student progress and parental involvement**

It is the parents' responsibility to provide any additional information they feel is important to tuition (for example medical conditions/special education needs etc.).

**Limitation of Liability**

The tutor will strive to provide the best possible service. However, the tutor will not be held accountable or responsible for the academic success or lack thereof demonstrated by the student/client. Although the tutor will do everything in their power to help grades and skill sets improve, the tutor can offer no guarantee thereto.

The tutor is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of this tutoring service, or any errors or omissions in the content of our materials. You the client specifically waive any and all claims arising out the use of the tutoring service.

## **GDPR, Photography and Privacy Statement**

The General Data Protection Regulations (GDPR) came into force on 25th May 2018 and requires that all businesses issue a privacy statement to all clients and contacts, regarding the data held about the individual.

Kerry Cowley is the 'controller' of your data

### What information is held:

The information I hold comes from you as the parent and your child as the student. On the registration form you complete I ask for the following information:

Name

Age and School Year Group

Details of regular session booked

Phone numbers

Email addresses

School attended

Home address for correspondence

Anything else the parent feels is important for tuition e.g. special educational needs, medical conditions etc. I also hold information about students' education including tracking progress, objectives and lesson plans, marked homework (where requested)

I only hold the data needed to provide the services you engage me to provide. Contact information is used for scheduling, invoicing, record keeping and communicating my own services. Data will not be shared unless there is a legal obligation to do so. All reasonable steps are taken to ensure your data is processed and stored securely. This information is usually stored as paper copies in a securely locked cabinet and also any files are stored on a password protected computer. Names and email addresses are also stored in my email contacts on a password protected computer and phone numbers are also stored on my pass code protected mobile phone.

### Your rights

You have the right to ask for all information held relating to you to be deleted. Please note, however, that for child protection reasons tuition cannot continue after information is deleted and that terms and conditions regarding cancellation remain the same. Unless a client has specifically asked for information to be destroyed, client details will be held on file for 2 years following the completion of tuition by the student. Financial data will be retained for seven years for tax reasons. When the information is destroyed, all papers will be shredded to protect the client's identify and any data held in computer files will be either anonymised or permanently deleted. Emails/Phone records will be permanently deleted.

### Subject access requests

You have the right to see information held relating to this tuition agreement.

If you wish to exercise this right then you can do so by making an appointment to view the information at the beginning of your child's tuition lesson.

### Communication

For child protection reasons, I communicate with you, as the parent before tuition begins and ask for your consent to hold information on your child and permission to tutor. Communication regarding booking invoices etc. is via email or Whats App (occasionally text message or phone call).

## Consent

It is assumed that on completing the registration form and tuition agreement, you consent to me holding the information about your child on file until 2 years after tuition with me ends.

## Data Breaches

The GDPR introduces a duty on all organisations to report certain types of data breach to the Information Commissioner's Office (ICO), and in some case, to individuals. In the event of a data breach, I will notify the ICO of a breach where it is likely to result in a risk to the rights and freedoms of individuals – if, for example, it could result in discrimination, damage to reputation, financial loss, loss of confidentiality or any other significant economic or social disadvantage.

## Photography

From time to time I take photos of children's work and activities taking place. These may be published on my website and on social media. Children's faces are not shown in photos and names will not be shown online in photos.

I have read, understood and hereby accept 'Guiding Young Minds' terms and conditions and accept that they apply to all tuition services.

I give permission for mine and my child's information to be used/stored as in the GDPR statement and have completed the permissions information regarding work and photos:

Name of student/s: .....

Name of parent/guardian responsible for bookings and payment (if student is under 18):

.....

Signed):

.....

Date: .....