

OAK TUTORING PARTNERS

TERMS AND CONDITIONS FOR PRIVATE GROUP TUITION



Thank you for choosing to work with Oak Tutoring Partners.

These are the Terms and Conditions for the agreement entered into by and between:

- Oak Tutoring Partners: referred to as “we”, “our”, “us” and “Tutors”.
- The adult responsible for the tutee: referred to as “the Client”, “parent(s) and carers”, “you” or “your”.
- The tutee: referred to as “the Student”, “child(ren)”, “they” or “their” and ‘them’.

Terms & Conditions for Tuition

These Terms & Conditions are valid for all tuition from 1st September 2023 and apply to all clients who wish to receive group tuition from Oak Tutoring Partners. By booking and paying for our services, the Client agrees to abide by these Terms & Conditions. We reserve the right to make changes to these terms and conditions from time to time and the Client will be notified of these with as much notice as possible.

1) Registration

The Client is required to provide adequate contact details including: postal address, email, and landline/mobile numbers to enable us to communicate with you effectively and make contact with you in the case of an emergency. The Client must also provide details on the registration form of any relevant medical and SEN details that may affect the child whilst in our care.

Please complete the registration form accurately and ensure that you inform us promptly if any contact details change.

2) Booking and payment

- i) The Student, accompanied by a parent or carer, must attend a short phone call or pre-meeting with our Tutors, free of charge, prior to starting group tuition. This is to ensure that we are a good fit for the Student and the Student will benefit from our service.
- ii) All bookings are made in half-termly blocks, with one session per week. The length of each block will vary according to the length of the half term (5 – 8 weeks per half term). We will mainly follow Nottingham City Council’s term dates.
- iii) Sessions are charged as per the rates on our website at www.oaktutoring.co.uk
- iv) Places are not secured until payment for the half-term block has been received and accepted by Oak Tutoring Partners.
- v) Session lengths:
 - 60 minutes for Students in the Y3/4 standard group – see accompanying letter for venue, day and times.
 - 75 minutes for Students in the Y5/6 standard group - see accompanying letter for venue, day and times.
- vi) Scheduled sessions will always take place on the day, time and venue specified in the Welcome e-mail. If, in the event of unforeseen circumstances, another venue is required, we will give clients as much notice as possible.
- vii) The Client’s FIRST block booking entitles you to terminate your child’s sessions at least three days **before the start of the third session** if you decide not to continue using our services. In the event of this, you will be refunded for any unused sessions. **This trial period offer only applies to your first half-termly block booking.**
- viii) If the Student begins tutoring with us part way through a half-termly block sessions, the Client will pay, in advance, for all remaining sessions until the end of the current half-term block of sessions. Trial period still applies (see point vii).

- ix) Due to the nature of group tuition, **fees for non-attendance by Students, for any reason, are non-refundable due to the nature of group tuition.**

3) Non-Payment of Fees

Oak Tutoring Partners reserves the right to refuse to allow the Student to attend tuition sessions if we have not received and accepted payment for the half-term block of sessions.

4) Session Dates

Term dates generally follow Nottingham City Council's (NCC) published term dates (please note that academies, independent and international schools often set their own term dates). An up-to date list of term dates is available on our website under 'Our Document' – <https://www.nottinghamcity.gov.uk/information-for-residents/education-and-schools/school-term-dates-and-holidays/>

We will account for any bank holidays in our timetable for the following half-term so you have advance notice.

5) School Holiday Session(s)

School holiday sessions will be arranged separately to the half-termly block of sessions. Days, times, timings, venues and prices may be different.

6) Ad-hoc Session Cancellation by Oak Tutoring Partners

We reserve the right to cancel or reschedule a session due to unforeseen circumstances, such as illness, adverse weather, or technical issues. Any sessions cancelled by us, for any reason, will have the 'per session' rate refunded in full before the end of the half-term block.

7) Ad-hoc Session Cancellation/ Non-Attendance of Group Sessions (including half-termly blocks and holiday sessions) by the Client/ Student:

Group session fees are non-refundable. Any sessions cancelled or missed by the Student will not be rescheduled or refunded due to the nature of group tuition.

8) Repeated Cancellation of Sessions by Clients/ Non-Attendance by Students

Oak Tutoring Partners reserves the right to withdraw from this agreement for repeated cancellations and/or non-attenders. This is to ensure the integrity of the group and because attendance will be a factor in the Student's progress and attainment. Fees are not refunded for non-attendance.

9) Renewal and Termination

If payment is received in advance of the deadline date for each half-termly block of sessions, sessions will continue until a mutually agreed termination date.

Existing clients must rebook and pay their fees by the deadline date prior to each half-termly block of sessions commencing. Places are not secure until payment has been received and accepted by Oak Tutoring Partners. Existing Clients will receive a reminder to rebook and pay at least two weeks before the deadline date. Once the deadline date has passed, places that have not been secured will be offered to clients on the waiting list.

If termination does not coincide with the end of a half-termly block, we require a minimum of **two session's notice in writing**. This is to allow an appropriate transition which enables us to offer the place to a waiting client with reasonable notice. Payment is due for the two sessions of the notice period; any sessions after the notice period will be refunded.

We reserve the right to end our agreement with appropriate notice, as per the above.

10) Reservations and Waiting Lists

When we are fully booked, we operate a waiting list because at certain times of the year, some students come to the end of their tuition (e.g., Y6 children after KS2 SATs in May or when the child is achieving highly in class).

Places (each new academic year and mid-year) are allocated first to existing students and then to students on this year's waiting list in the order they were placed on the waiting list. If existing clients do not rebook before a deadline date, places will be offered to clients on the waiting list.

11) Punctuality

Scheduled sessions will always take place on the day, time and venue specified in our Welcome email.

The Client is responsible for arriving at the venue on time. If your child arrives late to their session, the time will not be extended and the lesson will end at the designated time.

In the unlikely event that our Tutors are late, for any reason, the session duration will take place in full, or a part-refund will be offered.

12) Expectations of Students

The Client is responsible for ensuring that your child(ren) is/ are able to behave appropriately.

It is important that we maintain a safe, supportive, calm and courteous environment.

Abusive or discriminatory behaviour towards the Tutor(s) and/or other students is not acceptable. We, therefore, reserve the right to terminate any agreement for students whose behaviour is unacceptable, or where abusive language or behaviour is used by either parent or student. In the unlikely event of this occurring and us deciding to terminate the Client's agreement, the Client will receive a refund for any outstanding sessions not yet started.

Students are expected to:

- Arrive punctually for the start of their lesson. Tutors will not be available to welcome students until a couple of minutes before the session begins.
- Attend regularly to get the most benefit from sessions.
- Engage with the session by asking questions, trying out new techniques and skills and working hard.
- Have a developing understanding that tricky things take time to learn and perfect.
- Be polite and courteous to the Tutors and other children.
- Follow instructions from Tutors.
- Behave in a way that keeps themselves and others safe.
- Dress appropriately for in person tuition (no pyjamas, swimwear etc).
- Have their phones and other distractions stored away in bags or coats.

13) Tutor Standards

- ✓ Engage with children in a kind, calm and professional manner at all times.
- ✓ Use a range of teaching methods to assess, plan, deliver and review high-quality, personalised tuition to small groups of children. Sessions will complement and consolidate the National Curriculum.
- ✓ Make reasonable adjustments for children who have additional needs.
- ✓ Take reasonable measures to ensure the safety and well-being of students during sessions.
- ✓ Undertake safeguarding training annually.
- ✓ Have an enhanced DBS check.
- ✓ Maintain the privacy and confidentiality of all information related to the Student, Client and Oak Tutoring Partners, except as required by law or for safety reasons. (See GDPR/ Privacy Policy)

14) Snacks and Drinks

We advise students to bring water or a soft drink in a non-breakable bottle.

Unless medically required, whenever possible, snacks should be consumed before or after the session. If snacks are required during the session, these should be able to be consumed quickly and quietly, to minimise distractions to the learning process.

15) Information for Clients

It is the Client's responsibility to provide any additional information you feel is important and relevant to your child's tuition (for example medical conditions, special education needs etc).

We will communicate with parents and carers on an ad-hoc basis by email to let you know important information about your child's progress. We do not provide scheduled written reports.

If there is anything that we deem to be of a serious or urgent nature, we will contact you by phone, message or in person at the venue to inform, or discuss the matter with, you.

Partly for safeguarding purposes, there will be at minimum of two Tutors present in every session. Clients must drop off and collect your child(ren) in a timely manner. Clients can wait in a nearby waiting area or leave the premises for the duration of the session. For a number of reasons, Clients are not permitted to 'sit-in' on sessions.

16) Limitation of Liability

The Tutor(s) will always strive to provide an excellent service to improve the grades, knowledge, understanding, skills and confidence of the Student. However, the tutor(s) cannot be held accountable or responsible for the academic success, or lack thereof, demonstrated by the Student. We can guarantee the quality of the service that the Student will receive but not the outcome. This is because teaching and learning, by its nature, involves too many variables that are outside of the Tutors' control.

We are not liable for any loss or damage that may arise from your use of our services, except where such loss or damage is caused by our negligence or breach of contract.

These terms and conditions constitute the entire agreement between Oak Tutoring Partners and the Client. This agreement supersedes all and any prior or oral agreements.