

# **TUITION TERMS AND CONDITIONS**

for

## **HBARKER TUTORING Online Tutor**

#### THE TUITION COURSE

Different tutors use various educational philosophies and techniques. One of the main advantages of private instruction is that the tutor can adapt his or her approach to each student's requirements in a way that is impossible in a classroom setting with bigger groups of students. Private instruction has no predetermined format or course materials. Every student is unique, so the tutor and pupil must determine the best strategy together. Before beginning, background information is provided, and the tutor will ask for any extra information required.

Please make sure that the student's tuition can be held in a quiet setting that encourages focus on the assigned material. Exercise books and textbooks are typically the client's duty to provide should the student benefit from these. Usually, a workbook and pen/pencil are sufficient and for those undertaking Maths tuition, a calculator will be beneficial. A laptop/computer is also advisable, in order to access the lesson.

Tuition normally consists of 45-minute to 50-minute sessions. Shorter or longer sessions are available but must be agreed upon in advance between the client and Tutor, as prices for these may vary.

At the start, it can be difficult to determine how much tuition a student requires. HBarker Tutoring makes an effort to be as flexible as possible because finding the ideal balance for you or your child is crucial. Some parents choose to enhance their children's education year-round with private instruction. Others might only need a few sessions as a refresher and confidence booster before a test. Although all parents and students would like to think that private

instruction is a fast fix, this is not the case. Building confidence and trust with a student can take some time, also a guaranteed passing mark on an upcoming test/exam cannot be guaranteed.

Sometimes a tutor's style of instruction or personality may not be suitable for the particular pupil. If this is the situation, kindly get in touch with us right away, and we'll try to make the necessary changes as soon as possible.

#### **ONLINE TUITION**

Online tuition or Live Remote Tuition is when the tutor tutors a student where tutor and student are not in the same location as the tutor using the Internet. Tutor and student using a combination of e-mail, Internet Chat via Microsoft Teams and our/or a webcam which enables them to see and hear one another, as well as use an interactive whiteboard. It is up to the student and tutor to decide which media or combinations of media best suits their preferences and achieves the student's goals. All online tuition is paid in advance. When a client wishes to book more sessions, they are to contact HBarker Tutors and pay for more weekly sessions.

#### **RESPONSIBILITIES**

While tutoring, a tutor is not liable for supervising children or watching over a home and its contents. Please make sure that there is always a competent adult present. This adult does not need to supervise the lesson, however, does need to be around in case of any technical difficulties or other incidents which may occur.

#### **RESCHEDULED LESSONS**

Should any lesson have to be rescheduled then this can be discussed between the Tutor and the client. The Tutor will provide three rescheduled dates and times as an option for you to choose from. Please notify the Tutor which session you would like and the Tutor can then book this for you. If none of these lesson dates and times is suitable then the lesson will be cancelled and a part-refund of £7, be returned to you.

#### **ATTENDANCE**

The minimum charge for the attendance of a Tutor at a session is your hourly rate of charge for that Tutor. Please note that there can be considerable preparation involved before each session of tuition therefore missed sessions still cost the Tutor time. If a student misses their session, there will be a fee charged, if the lesson cannot proceed. There is a 15-minute waiting period after which the lesson will be considered a missed session and charged at the full rate if the student has not arrived or if a parent has not informed the teacher that the student plans to be late.

#### **ILLNESS & HOLIDAYS**

Please contact the Tutor directly over such matters, especially during the usual holiday periods, giving a minimum of 24 hours' notice (except in unforeseeable situations). Missed lessons without due notice will be charged at the full lesson rate.

If your child is unwell and unable to attend the lesson, please get in touch with the tutor as soon as possible so that your lesson can be rescheduled. A rescheduled lesson is down to the discretion of the tutor and will be organised at a time when both parties are able to attend. Notification of illness less than 1hr before the lesson will result in the lesson being charged at the full rate and a rescheduled session lost.

Please notify us a minimum of 14 days prior, If your child is unable to attend a lesson due to a pre-booked holiday. The lesson can be rescheduled, or a half-lesson cost refunded. These lessons are still part-charged, £7 part-refund will be returned to you and the remaining classed as a space saver so that your child can return to their tuition when you return from your holiday. Failure to notify 14 days previous will result in a full lesson charge for any missed sessions.

If your tutor is unable to attend a booked lesson due to illness, you will be notified no less than 1-hour beforehand. Your lesson can then be rescheduled.

If your tutor is unable to schedule a session due to a pre-booked holiday then you will be notified as soon as possible and the lesson missed will be rescheduled.

#### **SCHOOL HOLIDAYS**

Lessons still run during the school holidays at your child's designated day and time of the week, unless otherwise changed. School holiday sessions are flexible and you will be given the opportunity to reschedule the lessons prior to the holiday so that you can fit these in around any plans you may have. Day time sessions are available as well as summer school packages for those who would like to take the opportunity for an intensive session plan.

#### **TUTOR STOPPED TUITION**

In order to minimise interference with the student's progress, HBarker Tutoring will make every effort to complete the course of tuition booked. Should the tutor cancel the tutoring course, then any pre-booked sessions will be refunded. A tutor will notify you at least two weeks before, should the sessions need to be stopped.

If the sessions need to be stopped immediately due to a safe guarding concern or breach of contract then the tutor will make you aware and refund any pre-payments made.

#### **CLIENT STOPPED TUITION**

Please give your tutor written notice at least 14 days before your tuition is due to stop so that they can finish working with the student. This withdrawal clause is applicable after the start of classes. To give a notification, send an email to HBarkertutor@gmail.com or a text message to 07933635192. The second working day following the date the notice was posted, the Tutor will be considered to have received the notice. A cancellation fee will be charged at the discretion of your tutor (usually the lesson rate for two sessions) and the remaining pre-payment returned to you.

#### **FEES**

All Fees are quoted to you and confirmed to you subsequently in writing as an invoice. You are required to pay the fees to HBarker Tutoring prior to HBarker Tutors taking a more detailed brief of your requirements and beginning work with the student.

#### **PAYMENT FOR TUITION: WEEKLY TUTORS**

Two payment plans exist, a prepayment plan and a monthly billing plan. With the monthly payment plan, invoices are sent to you early in the month to cover tuition in the following month. For example, tuition received by a client during the month of September will normally be invoiced to the client by the middle of August. Please ensure that payment for all invoices is received within 5 days of the date of the invoice. Payment is usually the 19<sup>th</sup> of the month, for example; 19<sup>th</sup> August Payment will cover the 19<sup>th</sup> of August to the 19<sup>th</sup> of September etc. Any missed payments will result in the lessons not being paid for being missed. If two lessons in a row are missed due to failure of payment then the tuition will stop immediately and the contract terminated.

By selecting the prepayment plan, you are offered a reduced rate for an agreed number of sessions, which are paid in advance. Payment must be made on a Tutor agreed date prior to the commencement of the first session. Once tuition has commenced, there are no full refunds for the cancellation of sessions by the client prior to completion of the course. However, the sickness, holiday and rescheduled policy will be enacted, in which you may be entitled to a part-cancellation repayment of £7 per lesson. The course is flexible in terms of illness and holidays, and sessions can be rescheduled for an alternative date if the client provides a minimum of 24 hours' notice for sickness and 14 days' notice for holidays.

You are, however, entitled to cancel the contract within 2 working days of your acceptance or deemed acceptance of these Terms of Tuition, in which case you will be entitled to reimbursement of all Fees paid to HBarker Tutors. However, if you instruct HBarker Tutors or the Tutor introduced to you that you want the tuition sessions to commence before the end of this Cancellation period and book lesson dates, you will not be entitled to receive a full refund of the Fees paid in the event that such tuition session has already been arranged to take place prior to your cancellation. A part refund of £7 per lesson booked will be returned. Lessons are classed as booked when a date and time have been set and a confirmation been sent out/received.

At the end of the prepaid course, you will be provided with another invoice and tuition automatically carries on unless you give o14 days (Termination Notice) both to your Tutor verbally and in writing. This will enable the Tutor to bring tuition to an appropriate conclusion for the student and seek reassignment to another job.

If you would like to carry on at a discounted rate, please contact HBarker Tutors no later than the last prepaid session, and you can prepay for another "course" of sessions. The rate agreed in your initial course of prepaid sessions is valid for 100 days from the start of the course until the last lesson of the course. Therefore, should you choose to extend your prepaid course you shall receive the same lesson rate as previously. If you fail to let us know prior to the end of the last prepaid lesson and then let us know you wish to continue a new rate may be applied to the course, subject to course rates changing. If you do not wish to continue with a prepaid course, you can change to monthly billing after your course is finished.

#### A POLICY FOR CUSTOMER SATISFACTION

HBarker Tutors will make an effort to adjust their lessons where needed to suit a client when a client has paid in advance for a course of instruction and is dissatisfied with a particular element of the session. If a tutor must stop teaching in the middle of the course due to unforeseen circumstances. HBarker Tutors will refund the remaining course fees paid by the client, corresponding to the number of pre-paid sessions for which the client does not receive tuition.

### **TERMS AND CONDITIONS OF Tuition (CLIENTS)**

These terms and conditions of Tuition ("Terms of Tuition") are between HBarker Tutoring (acting for itself) and the client and are deemed to be accepted by the client when the client completes and returns the registration form and arranges payment followed by a session of tuition by the Tutor.

The client is entitled to cancel the contract for Tutoring with HBarker Tutoring within 2 working days of your acceptance or deemed acceptance of these Terms of Tuititon ("Cancellation Period"). However, if you instruct HBarker Tutoring that you want the tuition sessions to commence before the end of this Cancellation Period, you will not be entitled to receive a refund for lessons that have already been booked or commenced. A lesson has been booked if confirmation has been sent of an agreed date and time.

The Tutor is responsible for coordinating the tuition and will request the necessary background information from the Client and/or student nominated by the Client ("the Student") from time to time. Tuition is held online and a tutor is not expected to enter a client's home.

The Tutor is engaged by the Client only to provide tuition and is not responsible for the safety, welfare, well-being and care of minor Students.

In the case of Students under the age of 18 years, a responsible adult (other than the Tutor) must be present at the premises at all times during which time the tuition takes place.

Fees will be agreed upon with the Client in advance by HBarker Tutoring and confirmed in writing.

The Client will choose one of two payment options, the discounted prepayment plan or monthly payment plan, described below.

#### **Monthly Payment Plan**

If the client chooses the Monthly Payment Plan, the client will normally be invoiced prior to each month of tutoring. Each invoice will show the total of the tuition fees.

Invoices are due and payable no later than the 19th of the month the invoice has been received.

If any sums remain unpaid for 5 days, HBarker Tutoring will initially send the Client reminder letters until such sums (including interest thereon and other reasonable costs) are paid. Failure to pay after two written notices will result in the termination of the contract and no services shall be provided.

If the client wishes to terminate the tuition mid-course, the Client must give at least 14 days' notice (Termination Notice) to the Tutor in writing. Any lessons already taken will be charged in full and any remaining lessons will be refunded at the rate of £7 per session.

#### Prepayment Plan

If the client chooses to purchase and prepay a course of tuition, an agreement shall subsist (on behalf of itself and on behalf of the Tutor) and the client from the date of payment until such time as the pre-paid course of sessions is completed (the Prepayment Agreement.)

The Prepayment Agreement represents a commitment by the client to pay for a multiple-session course of tuition, such sessions to be used by a date stated on the payment form. The total number of pre-paid sessions in a multiple-session course is indicated on the payment form where the client selects the prepayment option.

Once tuition has started, no refunds will be given to the client if the client does not use or complete all of the sessions of the course of tuition by the last date for such sessions stated on the payment form once the first tuition session has been arranged with the Tutor.

If, however, the Tutor is unable to complete the course of tuition. HBarker Tutoring will refund a portion of the fees pre-paid by the client representing the number of sessions that the Tutor has been unable to complete.

The prepayment agreement represents a commitment to an agreed number of sessions. If the Client wishes to terminate tuition at the end of the course of prepaid sessions and not renew, the Client must give at least 14 days' notice in writing (Termination Notice) to the Tutor.

Tuition automatically carries on each week at the agreed time(s) after the payment has been made unless Termination Notice is received by the Tutor. Further tuition will be paid for by the client at the normal monthly rate and not the discounted prepayment rate should the client transition to monthly payments. If the client wishes to pay for a further multiple-session course in advance at the discounted prepayment plan rate, the client must contact the Tutor before the final pre-paid session ends of the multiple-session course and pre-pay for another course of sessions. If the client does not contact the Tutor, the client's account will default to the monthly payment plan rate for all sessions following the last pre-paid session. This means that HBarker Tutoring will send a monthly invoice to the client during the month prior to the monthly paid sessions, for all sessions during the month to be paid for at the monthly payment rate by the 19<sup>th</sup> of the month in which the invoice is received.

The client will choose one of two options to receive invoices. Our standard service includes receiving invoices and statements via e-mail. If the client chooses to receive text message invoices and statements then this can be arranged too.

Both the Client and the Tutor agree to notify the other in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness.

The Client and the Tutor will try to arrange an alternative date for cancelled tuition.

If the Client fails to notify the Tutor and the Tutor makes her/himself available for tuition or the Client fails to give at least 24 hours notice of cancellation to the Tutor due to illness or 14 days due to pre-booked holiday, then Minimum Fee will be charged. The Minimum Fee is the contractual hourly rate of charge. If notified then a suitable rescheduled date will be arranged.

If the Client wishes to terminate the tuition mid-course, the Client must give at least 14 days' notice to the Tutor. If the client has prepaid for a course of tuition and must terminate tuition mid-course, part-refunds can be granted for the remaining balance of the pre-paid sessions which have been untaken, £7 per non-used session will be refunded.

The Tutor is self-employed and engaged by the Client to provide tuition to the student.

With the help of these Guidelines, we hope to make it clearer how HBarker Tutoring's' private tutoring programme works.

Please call us or send us an email if you have any additional questions or remarks so that we can serve you with the utmost professionalism.

Email: HBarkerTutor@gmail.com

Tel: 07933635192