



# HBarker Tutoring

## **HBARKER TUTORING**

### **Website Terms and Conditions of Sale**

#### **Online Tutor**

#### **Summary of some of your key rights:**

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in these Terms, such as information on our complaint handling policy.

#### Right to cancel - Services

The Consumer Contracts Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time you may be charged for what you've used.

#### Your Consumer Rights - Services

The Consumer Rights Act 2015 says that:

- you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

## 1. Our Terms

**A.** These terms and conditions set out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

**B.** If you do not understand any of these Terms and want to talk to us about it, please contact us by:

**I.** e-mail: [hbarkertutor@gmail.com](mailto:hbarkertutor@gmail.com), or

**II.** telephone: 07933635192. Please note that calls will be answered at the following times:

Monday - Thursday 14:00-21:00

We may record calls for quality and training purposes.

**III.** If you have a hearing or speech impediment you can contact us using a textphone on 07933635192.

## 2. Terms and conditions of sale

**A.** These Terms apply to any sale of services on our site. If you buy services on our site you agree to be legally bound by these Terms and the terms and conditions contained herein.

**B.** These Terms are only available in English. No other languages are available for these Terms.

**C.** When buying any services on our site you also agree to be bound by:

**I.** our terms and conditions of use and any documents referred to therein;

**II.** our TUITION terms and conditions and any documents referred to in them, if you are a member of such.

All these documents form part of these Terms as though set out in full here.

### 3. Information we give you

**A.** By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- I.** read the Confirmation SMS that will be sent to you when you have ordered services (see clause below); or
- II.** contact us using the contact details above.

**B.** The key information we give you by law forms part of these Terms (as though it is set out in full here).

**C.** If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### 4. Ordering from us

**A.** Here we set out how a legally binding contract between you and us is made.

**B.** You place an order on our site by doing the following:

Via the Contact Us page.

**C.** Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

**D.** When you place your order at the end of the online checkout process (e.g. when you confirm payment), we will acknowledge it by SMS. This acknowledgement does not, however, mean that your order has been accepted.

**E.** We may contact you to say that we do not accept your order. This is typically for the following reasons:

- I.** the services are unavailable;
- II.** we cannot authorise your payment;
- III.** you are not allowed to buy the services from us;
- IV.** we are not allowed to sell the services to you;
- V.** the number of services you have ordered is too large; or
- VI.** there has been a mistake on the pricing or description of the services.

**F.** We will only accept your order when we send you an SMS to confirm this (Confirmation SMS). At this point:

- a. a legally binding contract will be in place between you and us; and
- b. your order will be fulfilled

**G.** If you are under the age of 18 you may not buy any services from our site. However, in some cases you may not be able to buy certain services because you are too young. If so this will be set out on the relevant webpage for the services concerned.

## 5 Right to cancel

- A.** You have the right to cancel the contract created by these Terms within 14 days without giving any reason.
- B.** The cancellation period will expire after 14 days from the day on which this contract was entered into under these Terms.
- C.** To exercise the right to cancel, you must inform us of your decision to cancel the contract created by these Terms by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

### Cancellation form

To:

HBARKER TUTORING

hbarkertutor@gmail.com

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale of the following goods \*/the supply of the following service \*;

Ordered on \*/received on \*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

\* Delete as appropriate

- D.** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**6. Payment and right to cancel if performance of services requested to commence before expiry of 14 day cancellation period**

- A.** If you request us to begin the performance of services during the 14 day cancellation period referred to above in the clause entitled "Right to cancel ", you shall pay us an amount which is in proportion to what has been performed until the date when you have communicated to us your cancellation of the contract created under these Terms, in comparison with the full coverage of the contract.
- B.** You will lose the right to cancel the contract created under these Terms if the services have been fully performed at your express request within the cancellation period (in which case we will ask you to confirm that you understand you will lose your right to cancel).

**7. Effects of cancellation**

- A.** If you cancel the contract created under these Terms in accordance with these Terms, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- B.** We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- C.** We will make the reimbursement without undue delay, and not later than:
- I.** 14 days after the day we received back from you any goods supplied; or
  - II.** (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
  - III.** if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract created under these Terms.
- D.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 8. Performance of Services

- A.** Where possible we will offer the opportunity to confirm the time and date for performance of services purchased during the confirmation process and prior to the purchase of the services.
- B.** In other cases we may offer you with the opportunity to book the time and date for performance of services following the purchase of those services.
- C.** In all cases we will seek to perform the services purchased within a reasonable time and without causing you significant inconvenience.
- D.** Please note that where performance is requested or confirmed to commence within 14 days of purchase the above clause entitled "Payment and right to cancel if performance of services requested to commence before expiry of 14 day cancellation period" will be applicable."
- E.** If you have any questions as regards the time or date for performance of purchased services please contact us immediately.

## 9. Payment

- A.** We accept the following means of payment:

BACCS, Direct Debit, Standing Order

- B.** We will do all that we reasonably can to ensure that all of the information you give us when paying for services is secure by using an encrypted and secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- C.** Your credit card or debit card will only be charged when you confirm your order.
- D.** All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCode™ or equivalent services.
- E.** If your payment is not received by us and you have already received any goods, you:
  - I.** must pay for such goods within 30 days; or
  - II.** must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- F.** If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- G.** Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel ' and 'Effects of Cancellation ' above.
- H.** The price of the services:



I. is in pounds sterling (£)(GBP);

II. includes VAT at the applicable rate; and

III. does not include the cost of:

(a). delivering the goods (delivery options and costs will be provided before you place your order); or

(b). any carrier bags (which cost a minimum of 5p) each).

I. If you are a member of 'TUITION', and are completing a purchase which qualifies for the scheme, you will need to confirm the required information to qualify for any member benefits during the online checkout process. Please note that not all purchases may qualify for the scheme (please consult the TUITION terms and conditions for further information).

#### 10. Nature of services

A. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that any services purchased are performed by us with reasonable care and skill.

B. We must provide you with services that comply with your legal rights.



# HBarker Tutoring

This Policy is approved and robustly endorsed by HBARKER TUTORING and is due for review every 1 YEAR.

Signed:  HANNAH BARKER (DIRECTOR)

Date: 15th February 2023