A1 ENGLISH TUITION

Terms & Conditions

These Terms and Conditions are valid for all tuition services provided by A1 English Tuition (a trading style of the Schafer Partnership Ltd). Please read these terms carefully before you accept an offer of tuition for a Student and contact us via email (a1englishtuition@gmail.com) if you have any questions.

These Terms and Conditions apply to the purchase of tuition services from A1 English Tuition. As our services are mainly provided to young people and we need to be able to ensure their welfare whilst with us, you must be either the parent/legal guardian of the Student, or aged over 18 if you are the Student who is to receive tuition.

These Terms and Conditions together with acceptance of, and first payment for, a regular tuition place form the basis of a legally binding agreement with A1 English Tuition.

Definitions

In these terms and conditions some words and phrases have meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

- **"Parent/Guardian"** means each person who has signed the Registration Form on behalf of a Student;
- **"Student"** means anyone enrolled for tuition at A1 English Tuition, child or adult;
- **"Terms and conditions"** means these terms and conditions, as may be amended from time to time;
- **"Tutor"** means the person providing the tuition;

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

Registration and Acceptance

A copy of our Terms & Conditions together with a registration form will be emailed to you. The form should be completed and returned before the initial tuition session, as it includes emergency contact information. A1 English Tuition should be informed about any special or additional educational needs, medical concerns or allergies deemed important and any future changes must be disclosed as soon as possible. For Students under 18 it is the parent/guardian's responsibility to ensure A1 English Tuition is informed of any such conditions or needs.

Once a completed registration form is returned an initial session will be scheduled and the £30 tuition fee will need to be paid. Following the initial session an offer of a regular place will be confirmed by email. An acceptance of this offered regular place in writing/email is required, as this acceptance forms part of the agreement with A1 English Tuition, confirming agreement to abide by our Terms & Conditions and pay for all the sessions agreed, and for the Student to be able to attend on those agreed days. Once you have accepted the offer of a regular tuition place, normal cancellation fees and processes as detailed in these Terms & Conditions will apply.

Academic Year

- The academic year runs from September to August and is divided into 6 half terms. The half term structure forms the basis of our tuition planning.
- A1 English Tuition uses Wiltshire Council's school term dates, which can be found here: https://www.wiltshire.gov.uk/article/1684/School-term-dates-and-holidays
- Normal sessions will not usually be planned to take place during the school holidays unless by special arrangement. However, there may be holiday/extra classes available during these times, any availability will be communicated via the website and social media.

Obligations

- Students are expected to behave in a respectful manner. We reserve the right to cancel tuition for any Student who is rude or disruptive, both in-person or online. Tutors are experienced in behaviour management and will treat Students with respect and understanding.
- **Please be prompt to drop off & pick up a Student.** Sessions are usually 1 hour. Please do not arrive early as there may be another session in progress or preparations for getting the session ready.
- If a Student arrives late for their scheduled session, we may still have to keep to the time slot allocated, as otherwise this could have a knock-on effect on later sessions.
- Parents/Guardians should keep the Tutor up-to-date and informed of matters which affect or may affect a Student. Ensuring that all details or other information notified or otherwise disclosed to A1 English Tuition are accurate, truthful and not misleading, and that relevant details and information (or changes to it) are not withheld.
- Parents/Guardians should notify the Tutor of a Student's health/medical conditions or Special Educational Needs. Providing information on any relevant health or medical condition, special educational needs requirements, disability, or allergy that has or subsequently develops, whether long-term or short-term, including any infections.
- Tutors will exercise reasonable skill and care for a Student's education and welfare.
- Tutors will respect Student's rights, wishes and feelings.
- A1 English Tuition believe that all Students, whatever their age, culture, ability, gender, language, racial origin, religious belief and/or sexual identity should be able to receive the benefit of tutoring in a safe environment.
- A1 English Tuition will take all reasonable steps to provide a caring, positive, safe and stimulating environment in which Students can learn.
- If a Student requires urgent medical attention when attending a session, the Tutor will try to obtain prior consent. However, if it is not practicable or possible to contact a parent/guardian for a Student aged under 18, the Tutor will make the decision *in loco parentis*, for example, if consent is required for urgent treatment recommended by a doctor or other medical practitioner.

Homework

- A Student may be offered an optional activity to continue with at home, which will support the learning they have done in the session.
- There is no expectation that a Student completes these activities, they are optional.

Child Protection

- The A1 English Tuition Child Protection Policy is available on request.
- If any Parent/Guardian has a concern regarding child protection, they should contact A1 English Tuition immediately.

Tuition Fees

- A1 English Tuition does not charge a registration fee.
- The standard Tuition fee is charged at £30 per hour/session. Payment is required in advance of all sessions.
- A1 English Tuition offers an initial trial session, once a completed registration form has been submitted, full payment in advance is required. If payment has not been made ahead of the date and time of the scheduled session, no tuition will take place.
- After an initial trial session, an offer of a regular time will be made, which once accepted forms the agreement for the Student to attend on those agreed days/time and to pay for all the sessions agreed.
- Payments for recurring weekly sessions must be made at least 24 hours before each session.
- Payments should be made through bank transfer using a Student's name as the reference. This will secure the tuition place. If payment is not made on one or more occasions, and the Student fails to attend without notification, the tuition place may be at risk (see Cancellations section).
- Fees may be made in one payment for a series of sessions. Alternatively we recommend setting up a regular weekly bank payment to cover the number of sessions agreed, in order to ensure no payments are late or missed.
- **Bank Payment details:**

  Reference: ***'Student name'***
  Sort Code: **30-98-75**
  Account No.: **51318960**
  Account Name: **Schafer Partnership Ltd**
  Bank: **Lloyds**

- A1 English Tuition does not usual provide a receipt for individual tuition payments, however if you wish a receipt simply let us know and we will provide one summary receipt at the end of each half term.
- Any change to the rate of tuition fees will be notified at least one half term/six weeks in advance.
- Please be aware that if a fee is not paid on time the tuition session may not take place.
- If fees remain unpaid for completed or scheduled sessions and we receive no reply/response to requests for payment, then we reserve the right to pass appropriate details to a third party (debt collection company) to collect any arrears. Please be aware this may incur additional charges and affect credit ratings.

Cancellations/absences/illness

- Once a series of regular weekly sessions are agreed, then the Student is committed to coming and should avoid cancelling any because this time has been allocated for that Student specifically.
- Whilst we would love Students to have 100% attendance, we accept that there will be times when they're unavailable. Please provide 4 weeks notice in writing/email of any pre-booked holiday/absences. We request this in writing/email rather than just verbally so there can be no misunderstandings.
- If a Student is unable to make any session they may cancel and reschedule providing at least 24 hours' notice is given before the scheduled start time of the session.
- Late notice cancellations (less than 24 hours) are charged at 50% of the usual fee.
- Missed sessions without notice are non-refundable and are charged at the full fee of £30, as the Tutor will have spent time in advance planning and preparing, also they will be unable to offer the session to another Student.

- Absence on 2 or more occasions without any notice or payment may result in cancelling the registration of the Student and the day/time slot being offered to another Student. This would also be considered an early termination of the tuition agreement without notice (see below).
- To avoid the spread of illness, particularly to those with compromised immune systems, any Student with an infectious illness, such as would require them to be absent from school, should not attend a tuition session in person but either cancel and reschedule or where possible agree an online session with the Tutor.
- If a Student is suddenly taken ill or injured, and so cancels with less than 24 hours notice, at the Tutor's discretion only 50% of the usual fee may be waived.
- If someone in the Student's household has tested positive for Covid-19, this should be communicated to the Tutor so that an alternative session can be scheduled. Online sessions may be agreed for Students who are unable to attend for an extended period.
- If a Tutor has to reschedule a session in advance, we will always try to give at least 7 days notice. No charge will be made for the missed session, but if a payment has already been made it will be carried forward as a credit towards the next session.
- If a Tutor has to cancel a session at short notice (less than 7 days), any payment already made will be carried forward as a credit towards the next session. If the session cannot be rescheduled, then a full refund will be made. Where possible, the Tutor will try to reschedule a session they have cancelled within 7 days to avoid missed learning.

Termination of Tuition

- Each period of tuition will terminate automatically once the agreed number of sessions has been completed and the Student no longer requires further tuition.
- In the event that the Tutor feels that they are not an appropriate Tutor for the Student in terms of experience or competence (or if there are unforeseen circumstances e.g. illness, personal) after the initial assessment session, the Tutor will contact the Parent/Guardian or adult Student and discuss terminating the tuition agreement without further charge.
- If the Parent/Guardian is dissatisfied with the teaching provided by the Tutor, they should in the first instance discuss their concerns with the Tutor. Should this not provide a satisfactory resolution then they can request to terminate the tuition agreement early. Early termination of the tuition fees may apply.
- Any early termination of the tuition agreement, where the Student leaves permanently, should be given in writing/email with a 4 week notice period. If less than 4 weeks notice is given, we reserve the right to charge for any scheduled sessions during the required notice period at the full fee of £30 per session.

Photo and video consent

- We may take photos and or videos of a Student's learning taking place during the session as this is a great way to showcase learning and fun activities done, and to share teaching ideas.
- These photos may be used in printed or online publicity to advertise the work of A1 English Tuition.
- The Tutor will not include a Student's name or a school uniform's logo in photos.
- The Tutor will also ask Students for their consent verbally to share their photo/work online.
- Parents/Guardians can agree to give consent on the registration form for photos to be used which may contain a Student's face. No photo which may contain a Student's face will be used without consent.

Data Protection

- A1 English Tuition is registered with the ICO and undertakes to meet their obligations under Data Protection Legislation, i.e. the Data Protection Act 2018 (DPA 2018), the UK General Data Protection Regulation (UK GDPR). Please see our Privacy Policy available on our website for more details.

Insurance

- A1 English Tuition is covered by a professional indemnity and public liability insurance.

Limitation of Liability

- A1 English Tuition will endeavour to ensure that all reasonable care is taken in the provision of education to a Student so that they make progress, however, this cannot be guaranteed, and A1 English Tuition cannot be held accountable for the academic success or otherwise of a Student.
- A1 English Tuition does not bear responsibility for any Student outside of tuition hours.
- A1 English Tuition accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, arising from the use of the tutoring services provided, or any errors or omissions in the content of the Tutor's learning material.
- A1 English Tuition Tutors can take no personal responsibility for the individual exam results of a Student, but will always endeavour to offer their professional advice and opinion regarding likely outcomes.
- All Parents/Guardians or adult Students must give A1 English Tuition a reasonable opportunity to remedy any matter for which A1 English Tuition is potentially liable before incurring any costs remedying the matter themselves.
- A1 English Tuition shall not be liable for any loss or damage caused by it or its employees in circumstances where:
    - There is no breach of a legal duty of care owed by A1 English Tuition or by any of its employees;
    - Such loss or damage was not reasonably foreseeable by both parties;
    - Such loss or damage is caused by the Student, for example by not complying with these terms and conditions.
- To the extent permitted by law, the Student (or their parent/guardian) will be liable for any reasonably foreseeable loss or damage A1 English Tuition suffers arising from the Student's breach of these terms and conditions.

Law

- These Terms & Conditions will remain in force whilst the Student remains registered and scheduled for tuition sessions.
- These Terms & Conditions and any agreement based upon them, shall be interpreted and construed in accordance with the laws of England & Wales and all disputes or proceedings shall be subject to the exclusive jurisdiction of the Courts of England & Wales.
- A1 English Tuition reserves the right to make changes to these Terms and Conditions, the latest version can be found on our website: www.a1englishtuition.co.uk.

Contact

- If you wish to contact the Tutor or have any questions, please do so either at the start of a session or via an email/WhatsApp message. During weekdays and early evenings they may be busy with tutoring sessions, which means they may not be available to respond to your message immediately or even the same day, but will endeavour to reply as soon as they can.
- For short notice cancellations please call, leave a voice message, or WhatsApp text.
- The Tutor can provide feedback via email on request, or at the end of each term.

Last updated: December 2025