



## **Terms and Conditions of Service – July 2018**

### **1. Service**

Kemsing Tuition Limited provide tutoring in maths, English, French, entrance exam preparation, Kent test preparation, music theory, piano and flute; for adults and children, foundation stage through to GCSE and beginner to grade 8. The range of subjects and levels of tuition offered may change from time to time.

### **2. Tutors**

At Kemsing Tuition there are currently three levels of tutor. Fully qualified and experienced teachers, graduate tutor apprentices (GTA hold a degree, but not a teaching certificate) and tutor apprentices (usually students studying GCSEs or A levels). Upon booking tuition clients have the opportunity to select the tutor type.

### **3. Bookings**

When making a booking Kemsing Tuition require demographic data, including name of the adult booking tuition, telephone number (preferably a mobile), address, e-mail address and the tutee's name, age or school year. This will be stored according to our privacy policy (see our website). Timings of lessons will be mutually agreed and can be tailored to the client's needs. All lessons booked, must be paid for in advance of the lesson taking place.

### **4. Special offers**

From time to time the company launches special offers, competitions with prizes and add-on services. To benefit from these, see our company website [www.kemsingtuition.co.uk](http://www.kemsingtuition.co.uk) or find us on Facebook.

### **5. Photography and video clips**

From time to time a tutor may wish to share a pupil's achievement by taking a photo or short video clip and posting it on our website, in our newsletter or on our facebook page with a short comment about the achievement. Pupils will only be identified by their first name. When registering, you will have the opportunity to agree to photographs and/or video being used or not.

## 6. Late payments

All invoices set out a date by which settlement is due. Should a situation arise creating difficulty in meeting the payment, contact the company director immediately to agree a way forward. A late payment administration fee of £20+VAT will be added to the bill the day after the payment was due. Should a payment not be received after one calendar month, a debt collection service may be contacted to recover the money owed and the fee incurred for the service will be added to the bill. Subsequent lessons may be cancelled.

## 7. Late collections

Pupils may be dropped off at Skylark Lodge for their lessons and collected at the end. Bookings usually run back to back, therefore prompt collection is essential to ensure the next pupil's lesson runs to time and uninterrupted. Therefore, a late collection fee of up to £20+VAT may be added to the bill should a collection be 15 or more minutes late, especially if this happens on more than one occasion and is not due to circumstances beyond reasonable control. At our discretion, £10 compensation may be added to the pupil's account, who experienced the disruption.

## 8. Cancellations

Should the situation arise where a lesson needs to be cancelled, 24 hours notice is required to qualify for a refund or to reschedule the lesson.

## 9. Exceptional circumstances

At Kemsing Tuition we strive to provide excellent tuition to meet the needs of our clients. Occasionally things may not go according to plan or unexpected situations arise, for example a tutor leaving. Kemsing Tuition place the needs of the client at the forefront and endeavour to resolve the situation in whatever way possible; patience and forbearance is appreciated during such difficult periods.

## 10. Illness

In the event of the tutee falling unwell with a contagious illness, including diarrhoea and vomiting (with the exception of coughs and colds) in the 48<sup>1</sup> hour period preceding the lesson, the lesson must be cancelled by text, phone call (07505 462514) or email to [katie@kemsingtuition.co.uk](mailto:katie@kemsingtuition.co.uk). If the lesson is due to take place in the client's home and a family member is unwell with a contagious illness, similarly contact admin and the lesson will be conducted at the discretion of the individual. With regards to coughs and colds, if the tutee is feeling unwell with a fever etc and concentration is likely to be poor, the lesson should be cancelled. In the event that the tutor becomes unwell, the tutee or guardian will be informed via text, email or phone and the lesson refunded or rescheduled.

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<sup>1</sup> Or other incubation period as recommended by the Whole Health Organisation

### **11. Tutor absence**

Tutors are required to give adequate notice of planned absence. Lessons may be rearranged to a mutually convenient time or another tutor may cover the lessons following appropriate briefing.

### **12. Termination**

At the point where tuition is no longer required, written notice (email and text messages to admin are acceptable) of half a term should be given. Notice periods of less than this can still be given but there may be an additional fee to pay.

### **13. Complaints**

The tutor concerned should, in the first instance, be approached if at any time you are unhappy with the quality or standard of tuition delivered. However, if the situation is not adequately resolved then the situation should be escalated to the head tutor. Initially the best form of communication is via email, outlining the concerns or incident [richard@kemsingtuition.co.uk](mailto:richard@kemsingtuition.co.uk). The incident will be fully investigated from both sides and a formal discussion will take place and appropriate actions implemented.

### **14. Data protection**

New data protection laws have come into force to protect the welfare of the nation. At Kemsing Tuition we are required to rigidly adhere to the rules. Client data is held electronically on our booking system and our invoicing system. Any paper records made at head office are shredded in line with the guidance. The directors hold client contact details on work-owned mobile telephones. Data that is gathered at the point of enquiry includes the name of the adult making the booking, contact telephone number, email address, the prospective tutee's name and age/school year. This information is used to make the booking (inform the tutor of where the tuition is to be held and for invoicing purposes) and to disseminate information to clients (in the form of a termly newsletter and vital updates as necessary). Any other information exchanged during the booking process is destroyed once it has been shared on a strictly 'need to know' basis with the tutor. When tuition ends, the data is securely deleted. The data is never shared with another agency, unless a discussion with the relevant client has first occurred. The ONLY exception to this is in a safeguarding situation. Similarly, clients should not hold tutor contact details. Communication to tutors should be made through admin. Please refer to our full privacy policy, the latest version of which can be found on our website.

## 15. Safeguarding

Protecting the welfare of all tutees is of utmost importance at Kemsing Tuition. Therefore all staff have been DBS checked. Tuition based in clients' homes can pose a challenge in achieving an environment conducive to concentrating and learning. Lessons in the home of the pupil should be held in a room free of hazards and should be in as open an area as possible. Parents are encouraged to 'check-in' during the course of the lesson and maintain a presence. In the event that no suitable space can be found, the tutor may decide to cancel the lesson. Under no circumstances should a tutee be left in the sole care of a tutor in the tutee's home. Parents are very welcome to sit in during any lesson.

### **Additional terms and conditions for clients paying monthly (Monthly Plan)**

Our monthly plan option is a way to spread the cost of lessons by paying a regular monthly fee. The monthly fee multiplied by 12 covers the cost of tuition for the whole year (usually 40 weeks of term time lessons). This has the effect that in some months you may receive more tuition than the monthly fee covers and in some months (containing school holidays) you will receive less.

If you discontinue your monthly plan before the end of 12 calendar months then we will calculate the balance owed by you to us or by us to you. To arrive at this figure, we will calculate the cost of a single lesson (your monthly payment x 12 divided by the number of lessons in a year, usually 40) and divide the total amount that you have paid to date by that figure. We will then know how many lessons you have had (from our register) and how many have been paid for (by using the calculation above).

If you have paid for less than the number that have been delivered then you agree to pay us the balance. If you have paid more than the number that have been delivered then you may be eligible for a refund (should no other outstanding debts be on your account).

All of the above terms and conditions will be revised and updated as necessary and the most up to date version will be available on our website: [www.kemsingtuition.co.uk](http://www.kemsingtuition.co.uk)