



1. Definitions and Interpretation

In these terms and conditions, as amended from time to time (these “Terms”) the following words and phrases shall have the meanings set out opposite them unless otherwise clearly stated to the contrary and the singular shall include the plural and vice versa:

1:1 Tutoring:	Tutoring provided on the basis of a Tutor providing Tuition to a Tutee.
Primary Tuition Plus:	A business owned and operated by Lilli Landau, trading as Primary Tuition Plus
Group Courses:	Any course of Tuition where a minimum of 3 Tutees sign up and pay to receive Tuition together (at the same times) from a single Tutor.
Tuition:	Any service supplied by a Tutor pursuant to these Terms and “Tutoring” shall be interpreted accordingly.
Tuition Fee:	The amount(s) charged for Tuition, details of which (as updated from time to time) are available on the Website.
Tutee/ You:	Each person who signs up with Primary Tuition Plus to receive Tuition.
Tutor:	Any representative of Primary Tuition Plus offering Tuition pursuant to these Terms.
Us/We/Our:	Primary Tuition Plus.
Website:	Our website at www.primarytuitionplus.com

2. Terms and Conditions and Our Policies

- 2.1 If You contact Us to request Tuition then you agree to abide by, and that the provision of any Tuition will be governed by these Terms.
- 2.2 You must, prior to receiving any Tuition, read Our policies in relation to safeguarding and GDPR. All of which are available on the website. You will, by attending Tuition, be deemed to have understood and agreed to those policies.

3. Programmes, Lessons and Courses

- 3.1 **12 Month Programme:** January to December
Term Time Only Lessons (36 Lessons)
Student Home Visit will incur a 25% premium to cover travel and parking expenses
- 3.2 **Monthly Rolling Contracts:** Throughout the year
Invoiced monthly in advance based on the number of scheduled lessons in the month
Student Home Visit will incur a 25% premium to cover travel and parking expenses
- 3.3 **Occasional Lessons**
 - a) **Holiday Lessons:** School holidays only
 - b) **Additional Lessons/Ad-hoc/One-off Lessons:** Hourly rate
 - c) **Weekend Lessons:** Time and a half hourly rate (x1.5) and by invitation and appointment only

4. Fees and Payment

- 4.1 **Deposit:** A non-refundable deposit is required to secure your place. This deposit will be deducted from your first invoice.

12-Month Programme Payments

- 4.2 The total yearly fee is divided into twelve equal monthly instalments, payable by Direct Debit.
- 4.3 These payments are collected monthly and must be **cleared by the 1st** of each month.
- 4.4 The monthly amount remains the same, regardless of the number of sessions in any given month.
- 4.5 For students joining part-way through the year:
- a) If six months or more remain in the calendar year, the total annual fee will be calculated on a pro-rata basis and then split equally across the remaining months.
 - b) If fewer than six months remain, tuition will be charged on a Rolling Monthly Contract basis (see 4.11).
- 4.6 **Discounts:** Discounts, incentives, and benefits included in the 12-Month Programme apply only to those enrolled from January.
- 4.7 Clients enrolled on the 12-Month Programme from January and pay by Direct Debit are eligible for a 10% discount of the standard tuition rate.
- 4.8 Where two siblings are enrolled at the same time on the 12-Month Programmes from January and pay by Direct Debit, a 12% discount applies to the second sibling's fees only.
- 4.9 If the second sibling withdraws, the remaining student's discount will revert to the standard 10% annual programme discount. If no students remain on a 12-Month Programme, all discounts are removed, and standard rates will apply.
- 4.10 Discounts are only valid where all payments are made on time and in accordance with these Terms. Discounts are not transferable, not retrospective, and may not be combined with other offers.

Rolling Monthly Contract Payments

- 4.11 Rolling Monthly Contracts are paid in advance on a monthly basis.
- 4.12 Payment is due by the 1st of each calendar month.
- 4.13 If the student starts part-way through the month, payment is due for the remaining sessions at the time of booking. Payments must be cleared 48 hours prior to the first lesson starting.
- 4.14 If no payment has been made ahead of the date and time of the scheduled session, no tuition will take place. Late payments may incur a charge as outlined in our Terms and Conditions.
- 4.15 If no payment has been received accounts may be put on hold until outstanding balances have been paid and/or cleared.
- 4.16 There are no Direct Debit discounts associated with the Rolling Monthly Contract.

Occasional Lessons Payments

- 4.17 Includes Holiday, Additional, Ad-hoc/One-off, and Weekend Lessons.
- 4.18 These lessons are charged at premium rates and must be booked and paid for in advance.
- 4.19 All Occasional Lessons must be paid for at least **48 hours prior** to the session.
- 4.20 If no payment has been made ahead of the date and time of the scheduled session, no tuition will take place. Late payments may incur a charge as outlined in our Terms and Conditions.
- 4.21 If no payment has been received accounts may be put on hold until outstanding balances have been paid and/or cleared.
- 4.22 There are no Direct Debit discounts associated with occasional lesson bookings.

Payment Methods and Additional Terms

- 4.23 Payments are collected in GBP via credit card, debit card, BACS or Direct Debit (BACS), according to your selected method.
- 4.24 Invoices are issued in advance, and payment is taken on the invoice date.
- 4.25 **Minimum Term:** Some lessons or programmes may have a minimum or fixed term. This will be detailed in your Tuition Agreement Schedule.
- 4.26 **Trial Lessons:** Charged at the standard hourly rate. Payment must be received **at least 48 hours in advance**.
- 4.27 **Offers:** From time to time, we may offer promotions or discounts. These are subject to availability, may not be combined, and are not retrospective. Full details will be provided at the time of the offer. Any promotional offers (such as early bird rates, discount codes, or free resources) are subject to availability, are not retrospective, not transferable, and may not be combined.
- 4.28 **Extras:** Additional services not listed in your Tuition Agreement Schedule will be agreed separately, including changes from online to in-person tuition. Standard rates apply unless otherwise agreed.

Payment Problems

- 4.29 If payment is not received on time:
 - a) Access to tuition services will be suspended immediately until full cleared payment is received.
 - b) A **£30 late payment administration fee** will be charged. Tuition will not resume until both the outstanding balance and the late fee are paid in full.
- 4.30 If payments have not been made or accounts have not been settled after receiving invoice reminders 1, 2 and 3 then accounts will be put on hold.
- 4.31 If an account has been put on hold the balance or payment must be cleared before lessons can commence. If no action is taken, the lesson space will be released and offered to someone else on the waiting list.

5. Cancellation and Termination

- 5.1 All lessons with Primary Tuition Plus are non-refundable.
- 5.2 **Ongoing Tuition:** Tuition will continue until either:
 - a) a mutually agreed termination date, or
 - b) if payment is not received in accordance with Clause 4 of these Terms.
- 5.3 We reserve the right to suspend or cancel lessons if invoices remain unpaid.

Cancellations by the Client

- 5.4 **12-Month Programme:** This is a commitment from January to December, split into twelve equal payments.
- 5.5 If you choose to withdraw during the programme:
 - a) You must give one full calendar month's written notice.
 - b) Payments during the notice period remain due in full.
 - c) No refunds will be issued for unused lessons.
- 5.6 If your place is cancelled before the end of the calendar year, you will lose access to any discounts or benefits associated with the annual programme.
- 5.7 **Rolling Monthly Contract:** You may cancel at any time by giving one full calendar month's written notice in writing (email is sufficient). No refunds will be given for part-months or missed sessions.
- 5.8 **Occasional Lessons:** Holiday, additional, one-off, and weekend lessons must be cancelled with at least 48 hours' notice. Cancellations made with less than 48 hours' notice are chargeable in full and non-refundable.
- 5.9 **Consumer Cancellations:** The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for training. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and you are buying at a distance) then you usually have 14 days from the date after you place your order to cancel the order. However, If you use any services then you will have to pay for what you've received.

Cancellations by Us

- 5.10 We reserve the right to cancel tuition by giving 10 days' written notice by email. In the rare event of needing to cancel a session ourselves, we will aim to offer a suitable alternative or reschedule where possible.

6. Rescheduling and Attendance

- 6.1 From time to time a Tutor or the Client may need to cancel or rearrange a lesson or may run late due to unforeseen circumstances. This policy sets out the expectations and payment charges for rescheduling and lateness.

Client Rescheduling and Attendance

- 6.2 **One-to-one Lessons:** Clients can rearrange lessons by emailing hello@primarytuitionplus.com.
- a) a Client must give the Tutor at least 48 hours' notice so they are not charged for that lesson. Prepaid lessons will be rescheduled or credited.
 - b) If a Client gives less than 48 hours, then the Client must pay for the full rate for that lesson and, if prepaid, will not be rescheduled. The tutor can use their discretion in unforeseen circumstances such as an emergency.
 - c) A Client will always be responsible for payment of any non-refundable expenses associated if they reschedule or cancel any lesson.
 - d) In the rare circumstance that the student becomes unruly or disruptive and is unable to be taught then the tutor may cease tuition and full payment is chargeable.
- 6.3 **Group Lessons:** Group Lessons can't usually be rescheduled. If a Client misses a lesson, they may be able to participate in a substituted lesson but we are unable to guarantee this. Please email hello@primarytuitionplus.com in advance to see if this is a possibility. A recording of the group lesson will be made available and can be sent over for the student to catch up.
- 6.4 **Being Late:** Students are expected to attend a tutoring lesson (whether it is an individual lesson or as part of a Group lesson) no later than 10 minutes after the agreed start time. For example, if the lesson is scheduled for 3 pm the student is expected to attend no later than 3.10 pm. If the student does not attend within **10 minutes** of the agreed start time, the tutor reserves the right to:
- a) terminate the lesson where the student is the only scheduled attendee or
 - b) continue a Group Lesson with the other students
- In either case, as far as the student is concerned, it is regarded as a completed lesson and the full fee is payable and a prepaid lesson cannot be rescheduled.

Tutor Rescheduling and Attendance

- 6.5 A Tutor will give as much notice as possible if they need to reschedule their lessons. The Tutor will arrange any rescheduled lessons directly with the Client, and the Client will not be charged for any lessons that the Tutor cancels outright. Any prepaid lessons will be credited. A Tutor may offer a substitute Tutor if this is suitable.
- 6.6 If a Tutor is late to a lesson then they will make the time up or reschedule it, as will be agreed with the Client.

7. Limitation of Liability

- 7.1 Primary Tuition Plus shall not be liable for any loss, expense, damage, delay, costs or compensation which may be incurred by You as a result of or arising (directly or indirectly) from the Tuition, other than where (and to the extent) it is otherwise prescribed by law.
- 7.2 Whilst We work hard to support and extend the learning of all Tutees, this cannot be guaranteed and We are not responsible for any Tutees' lack of progress, exam failure and/or negative school report grades.

8. Responsibilities and Working Together

Tutor Responsibilities

- 8.1 The Tutor will confirm the time, location, duration and frequency of tuition lessons with you.
- 8.2 The Tutor has also agreed to our Rescheduling and Attendance policy.
- 8.3 The Tutor will discuss the structure of lessons with you.
- 8.4 The Tutor will update you on the progress of the student, at your request or if they feel something needs to be drawn to your attention. This might not be directly after the tuition lesson and may be by email or telephone.
- 8.5 The Tutor will adhere to a strict professional Code of Practice as outlined by The Tutors' Association.
- 8.6 In case of illness or holiday, the tutor will give as much notice as possible and make alternative arrangements as possible. This could mean the tutor may offer to provide a substitute tutor for a short period of time.
- 8.7 **Preparing for Lessons:**
 - a) For tuition lessons in person at the student's home, the tutor will take all reasonable steps to arrive on time. Any missed time because the tutor is delayed will be made up either at the end of the lesson or in a subsequent lesson as agreed between the tutor and the client.
 - b) For tuition lessons online, the tutor will be logged in at the start of the lesson.
 - c) Provided that the student is available for tuition at the start of the agreed time, the tutor will give the full time agreed, with no deductions for preparation work, tidying up or other unrelated activities.

Your Responsibilities - You, and as applicable the student, agree to the following.

- 8.8 You understand your obligations to keep students safe and will comply with our Safeguarding Policy. This includes:
 - a) **Supervision:** A trusted adult should be present in the home during the tuition lesson. The adult should be able to hear and see what's happening at any time. Parents can also choose to sit in on the lesson.
 - b) **Location:** The tutoring should take place in a quiet, open area of the home, away from distractions. It should not take place in a bedroom or behind closed doors. Any intervening doors should always be kept open.
- 8.9 You will work with the tutor(s) to identify what specific support and guidance that the student needs.
- 8.10 If you/the student is taking part in a Group Lesson, other students may decide to share confidential information, and we would ask you not to disclose that information to anyone else.
- 8.11 **Preparing for Lessons:**
 - a) For tuition lessons in person at your home, the student must be ready with all necessary equipment, in a warm, well-lit and **quiet room** of the home, free from distraction and with suitable chairs and tables to work.
 - b) For tuition lessons online, the student will have access to a computer and be logged on for the start of the lesson. Please ensure the student also has access to the usual and necessary equipment (pencil, paper, pen and rubber). Ideally, they will also need a graphics or writing tablet.

9. Jurisdiction, entire agreement and governing law:

- 9.1 These Terms and the resulting agreement are governed by the laws of England and Wales and We and You submit to the exclusive jurisdiction of the Courts of England and Wales in the case of any dispute (contractual or non-contractual).
- 9.2 These Terms constitute the whole agreement between Us and You and no variation or alteration of these Terms shall be valid unless approved in writing by Lilli Landau
- 9.3 We reserve the right to alter these Terms from time to time and will notify You in writing in the event of any changes.