

# Best Tutors Online Payment Terms and conditions

1. By signature on the admissions form, all agree to the following terms & conditions of Private Tuition Services Ltd T/A Best Tutors of 1-19 Wakefield Road, London, N18 2BZ, Company No. 5142566.
2. The terms "you" "your" "customer" "parent/guardian" are referring to you. "We" "us" "our" "Best Tutors" "the Company" refer to Private Tuition Services Ltd.
3. The admissions form & these terms and conditions constitutes the contract between the parties being the student and/or his parents or guardian(s) and Best Tutors.
4. The headings contained in the Agreement are for convenience only and do not affect their interpretation.
5. Acceptance of a student for enrolment is at the discretion of Best Tutors. A student must satisfy the requirements of Best Tutors (by taking an assessment) that his or her level of work and behaviour have reached Best Tutors standards.
6. By enrolling with Best Tutors the parent authorises Best Tutors and/or its representatives to publish photographs and materials relating to the student's enrolment e.g. exam results, in all territories for the purposes of publicity and promotion without restriction unless otherwise explicitly agreed.
7. Best Tutors reserves the right to modify tuition fees from time to time (reasonable notice will be given to the parties concerned).
8. We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion, such change to be given at least 30 days notice. If any of the modifications are unacceptable to you, your only recourse is to terminate the students' enrolment at Best Tutors. If your child is still enrolled at Best Tutors beyond 30 days after the notice, it will be considered as your acceptance of the change.
9. Parents are required to notify the office of any change of address, contact details & whether the student suffers from any medical conditions.

## **2. Tuition Fees**

1. Tuition fees are usually calculated on an hourly tuition fee rate and will vary depending on subject(s) level(s) etc undertaken.
2. The method and frequency of payment is stipulated in the admissions form. Payment structures are as follows:
  1. **a. Pay as you go** : pay full tuition fee rate for classes attended. No compensation, refund or adjustment in fee for authorised/unauthorised absence(s).
  2. **b. Standard Discount** : pay a discounted tuition fee rate. All authorised absence(s) will be compensated during the holidays, term breaks or otherwise specified in clause 6.
  3. **c. Fixed Discount**: a further fee discount than the standard discount. Payment to be made whether classes attended or not. No compensation, refund or adjustment in fee for any authorised or unauthorised absence(s) subject to clause 6 (a). A minimum of 6 months contract. **Breach of this clause will result in the fixed**

**discount rate becoming void and the full tuition fee rate being payable for entire or future duration of the contract unless otherwise agreed.**

4. **d. Half Fixed Discount:** as above however any refund, compensation or adjustment in fee to be capped at 50%.

5. **e. HMRC Childcare :** parents claiming childcare cost will pay full tuition fee rate according to child's academic year.

6. If fixed hours and tuition fees have been agreed, and either have been subsequently reduced; the hourly tuition fee rate may increase and any discount given may become invalid.

7. For more information about tuition fees, how to pay and tuition fee rates please speak to a member of the admissions team.

### **3. Examinations Fees**

1. All tuition/admission fees, deposits and/or charges as set out in clause 2 and 4 of these terms and conditions; exclude amounts payable to the professional bodies for student registration, exemptions and examination entries, which are (except as otherwise stated) payable by the student and Best Tutors accepts no responsibility for these.

2. Any internally assessed examination and computer based examination fees are payable by the student/parent and are non-refundable and non-transferable. Any such fees may include disbursements payable to the relevant examining body and a handling fee charged by Best Tutors.

3. It is the responsibility of the student/parent(s) to ensure that exam entry form(s) are completed 3 months prior to the start of the examination period. Best Tutors will endeavour to display relevant exam entry deadlines for each awarding body on its notice boards.

4. Exam entry(s) should clearly state each exam(s) the student would like to be entered for.

5. It is the responsibility of the student/parent(s) to ensure exam entries are processed in a timely manner and to obtain a statement of entry before the deadline from the Exams Office.

6. Student/parent(s) will be charged late entry fee if forms are submitted after the deadline.

7. Acceptance of any exam entries is at the absolute discretion of Best Tutors.

8. For more information about exams and fees please visit our website <http://besttutors.co.uk/best-tutors-examinations.htm>.

### **4. Admission Fees, Deposits & Charges**

1. Best Tutors charge the following whenever applicable:

A non-refundable admission fee of £5 for each admission,

A refundable deposit of £50 (or £200 for 11+/13+) charged at the time of admission.

Refunded when the student's account is closed at Best Tutors,

Late fee payment charged at the full tuition fee rate,

£2 for an ID card charged at the time of admission. Replacement cards for an additional cost of £2. A 50p administration charge for failing to produce a ID card,

All stationery, including books and other writing materials will be charged separately,  
Other administration charges,

1. Tutors reserves the right to withhold any and all deposit until all payments have been cleared, this includes but is not limited to payment of fees, stationery, books or fines.

#### **5. Concessions**

Best Tutors may award at its absolute discretion concessions for staff with children studying at Best Tutors and/or parents with more than 1 student enrolled at Best Tutors.

#### **6. Refund, Cancellation, Compensation Classes & Adjustment in Fees**

1. In rare cases Best Tutors may refund fees or **momentarily freeze accounts (so no payments would be deducted or made)** for booked classes where an unavoidable mishap has occurred directly affecting the student. This includes but is not limited to injury, severe illness, disability, death or bereavement.

2. Any absence without 24 hours prior notice will be deemed unauthorised.

3. Students/parents will not be eligible for refund(s)/compensation class(es)/adjustment in fee(s) in cases of unauthorised absences but may be liable full tuition fee rate.

4. The Company reserves the right to retain/demand payment for classes missed due to unauthorised absence.

5. Any authorised absence can be compensated in the form of a compensation class(es).

6. Compensation class(es) can be booked during half-term, Christmas, Easter & summer breaks or specific class slots.

7. Compensation class(es) may be used for any subject of the student's choice provided the student is enrolled for that particular subject.

8. An adjustment of 1/6 of the fee can be made where a parent does not wish to use compensation classes.

9. A total of up to 40 hours can be adjusted in fee, only once during an academic year. An academic year runs from 1st September to 31st August.

Private Tuition Services T/A Best Tutors only charge for Tuition Fee, Exams Payments and other education related services. If for any reason you change your mind or made a wrong payment and would like to return, adjust, we're happy to refund or adjust your payment as long as the services have not been rendered. This option is available for 14 days after payment. If you make any payment more or less from the agreed amount, we will make a credit or balance note in our system and will adjust with the next transaction.

#### **There are three ways to refund/cancel/Adjust your payments:**

- You can **Call** on 02088074170 Ext 24. Please make sure to have your child reference number and payment details in hand.

- You can **email** us on office@besttutors.co.uk and write down all the details about the transaction including your name, Student Reference No, Contact number, transaction number and amount.

- You can **visit** us in person on 2<sup>nd</sup> floor and talk to one of our representative.

**We cannot refund/cancel your purchase if:**

- You already have rendered the services.
- There is a contract for services and you have started using the services; this would include, for example, Tuition or examination.

It could take up to 7 working days to resolve the matter. Admin charges may occur if required.

**Note:** Mode of refund will be cash, adjustment or account credit

**7. Cancellation/Termination**

1. Best Tutors reserves the right to cancel an enrolment and allocate the place to another applicant in cases of non-payment of tuition fees, 3 weeks unauthorised absence, unacceptable misconduct (on part of the student/parent or representative of the student or parent) or due to any material breach of contract by the student or parent.

2. **No fees or deposits will be refunded where a student's enrolment has been cancelled under clause 7(a).**

3. In accordance with Clause 7 (a) re-enrolment will cost £10 subject to availability and acceptance from Best Tutors.

4. Any cancellation or termination made by Best Tutors of the contract will be made in writing.

5. If the parent wishes to terminate the contract they should approach the admissions team who will forward them the necessary paper work.

6. Enrolment may also be cancelled where termination date has been specified in the admissions form.

**8. Classes**

Best Tutors reserves the right to alter courses or programmes, tutors or speakers, dates or locations and/or to cancel or change lessons at its discretion.

**9. Student Conduct**

Please refer to the Student/Parent Handbook accessible from [www.besttutors.co.uk](http://www.besttutors.co.uk)

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**10. HMRC Childcare Customer**

These Terms & Conditions coincide with any HMRC contract entered into prior or following this contract.

**11. Force Majeure**

Best Tutors shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophes.

## **12. Liability**

1. Students/parents will be held responsible for any loss, theft or damage to Best Tutors property however caused by them and will fully indemnify Best Tutors against resulting liabilities and expenses.
2. Best Tutors does not provide any guarantee or accept any responsibility or liability for the following:
3. Students outside Best Tutors premises
4. The safekeeping of exam results or certificates,
5. Exam/coursework/controlled assessment or other results,
6. Availability of the service Best Tutors provides or space within a course or class,
7. Any losses, damages for death or personal injuries or consequential loss except those resulting from Best Tutors negligence or breach of duty.
8. Best Tutors reserves the right to recover any overdue fees, charges or other monies, as part of its debt recovery process. In these circumstances your liability to pay may be increased by additional fees and charges such as the cost of taking the matter to court or instructing debt collectors,
9. In all cases the decision of the Head teacher will be final and binding.

## **13. Disclaimer**

1. Our prospectus, adverts, social media and website are not contractual documents. While Best Tutors endeavours to ensure that the information on these mediums are correct, we do not warrant the accuracy and completeness of the material on them. We may make changes to the material on the site or to the services, products and prices described in it at any time without notice.
2. The material on the site/adverts is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Best Tutors site is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which apart from this legal notice might have effect in relation to the Best Tutors site.

## **14. Miscellaneous**

1. Best Tutors does not provide parking facilities. All unauthorised vehicles parked inside the car park will be clamped. b. Best Tutors over time is likely to undergo a number of changes, whether internally such as class size, staff or premises changes or externally such as mergers or reorganisation. For these reasons the benefit and burden of this agreement may be freely assigned to another party at the discretion of Best Tutors. It is not practicable to consult with parents and students over every change that may take place. Whenever practicable Best Tutors will use reasonable endeavours to ensure that parents will be informed.
2. If any words above or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as

severable and shall be replaced with words which give as near the original meaning as may be fair.

**15. Data Protection**

Parents consent to Best Tutors obtaining, processing and holding “personal data” including “sensitive personal data” such as medical information to be processed lawfully and fairly in accordance with the Data Protection Act 1998, for the purposes of safeguarding and promoting the welfare of the student(s) and ensuring that all relevant legal obligations of Best Tutors and parents are complied with.

**16. Jurisdiction**

These terms and conditions are governed exclusively by English law.

**17. Restrictions of Age Requirements**

All of our services (Tuition Fee, Exams etc.) have a minimum age requirement and by ordering you are confirming that you are of the required age. Your age can be checked using any approved age verification service.