



## BOOKING TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions define the partnership entered in to by Learning Academies and our Customers at the time of booking.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Acceptance Letter</b>	The email we send you confirming that your child has secured a place on the iAchieve Extra Tuition Programme detailing the fees that will be charged.
<b>Agreement</b>	Means this contract into which You and We enter following your acceptance of these Terms and Conditions at the time of booking.
<b>Agreed Times</b>	Means the dates and hours set out in your Acceptance Letter during which We will provide extra tuition.
<b>Enrolment Form</b>	Means the form you submitted to us at the time of your booking.
<b>Tuition Provider</b>	Means Learning Academies who will be providing the extra tuition.
<b>Child</b>	Means Your child, whose details will be set out on the Enrolment Form, for whom We will provide Extra Tuition.
<b>Extra Tuition Services</b>	Means the Extra Tuition Services We will provide as specified in the Agreement.
<b>Consumer</b>	Means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means the adult booking the extra tuition on behalf of the child.
<b>Fees</b>	Means the fees You are to pay for the Extra Tuition Services as specified in your Acceptance Letter.
<b>Enrolment Fee</b>	Means the one-off sum specified on your Booking Form, which You must pay to Us when entering into the Agreement.
<b>Start Date</b>	Means the date You and We agree on for Us to start providing the Extra Tuition Services as specified in your Acceptance Letter.
<b>We/Us/Our</b>	Means the Tuition Provider and includes all employees, agents and sub-contractors of the Tuition Provider.
<b>You/Your</b>	Means a Consumer who is a client of the Tuition Provider.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 Words signifying the singular number will include the plural and vice versa, similarly references to any gender will include the other gender.

### 2. Information about Us

2.1 We are a Ltd Company registered with Companies House as Learning Academies Ltd. We are registered in England under Company Registration Number 6206322. Our VAT number is 174498369.

2.2 Our registered office is at Academy House, 39 Hazel Close, Thorrington, Essex, CO78HJ.

### 3. Communication and Contact Details

3.1 You may contact Us by telephone at 0845 463 1342 or by email at [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk) or by letter addressed to the Education Director, (address as per 2.2) or in person, by appointment. For complaints, please see Clause 9 below.

3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods: email at [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk) or post at our registered address.

### 4. Applications

4.1 When We receive an Enrolment Form We consider all the information provided and confirm Your child’s place within 48 hours. During

that period, We may ask You to provide additional information to clarify or support your enrolment. Acceptance of your enrolment will be at Our sole discretion.

- 4.2 Acceptance on the iAchieve Extra Tuition Programme is only possible following full agreement to the Terms and Conditions of this document, as outlined on our website and incorporated into our Enrolment Form.
- 4.3 If We are able to offer Extra Tuition to your child we will send You an Acceptance Letter by email along with the confirmation of your start date. Completion of your Enrolment Form and subsequent Acceptance Letter creates a binding contract between You and Us for the provision of Extra Tuition Services as per this agreement.

## 5. Enrolment Fee

- 5.1 When you submitted the Enrolment Form you agreed to pay a non-refundable Enrolment Fee. This payment is a contribution towards their resources, subscriptions and the enrolment administration process.
- 5.2 If, after the payment of an Enrolment Fee and before the Start Date We terminate the Agreement under Sub-Clause 11.3 due to Our inability to provide the Extra Tuition Services from the Start Date, We will refund the Enrolment Fee to You in full.
- 5.3 If You choose not to place Your Child with Us after the payment of a Enrolment Fee, We will be entitled to retain all or part of the Enrolment Fee to reflect any net financial loss that We suffer as a result of Your cancellation (e.g. because We have had to turn down another application for Extra Tuition Services, completed administration, purchased materials/subscriptions). After making such a deduction, We will refund the balance of any Enrolment Fee due.

## 6. Fees and Payment

- 6.1 The Fees will be set out in the Agreement Letter you will receive after completing your Enrolment Form.
- 6.2 We may review and make reasonable alterations to the Fees from time to time. You will always be notified of any such changes.
- 6.3 The annual cost of tuition is split equally over 12 months to make payments manageable and consistent for customers. This is also the case for students studying on our term time only programme. This means that Term Time Only students pay a share of their annual fee in August but do not study. Payment of these fees is due monthly in advance. The individual session cost is £17.50 per hour.
- 6.4 Customers agree to pay via Direct Debit using GoCardless (see 6.5). If an alternative method of payment is required we may, in exceptional circumstances, be able to accept the following methods of payment: BACs Payments, cheque or cash. If payment is made by cash it should be to the Lead Tutor at your child's Tuition Centre and it is the Your responsibility to ensure a receipt is given to you.
- 6.5 Learning Academies use a Direct Debit payment scheme processed by GoCardless. GoCardless is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009, registration number 597190, for the provision of payment services. GoCardless is a BACS approved bureau.
- 6.6 For online bookings, You will be passed to a secure Direct Debit page on our website that is hosted by GoCardless where you will be asked to complete your account details to finalise your booking on the iAchieve Programme. Once completed You will be taken back to a confirmation page on the Learning Academies website.
- 6.7 You will receive notification from Go Cardless to confirm that your Direct Debit Mandate has been set accepted. You will also receive a second notification from Go Cardless to confirm the payment schedule set up for your child's tuition. Notifications are sent by Go Cardless 2-3 days prior to any payments being taken.
- 6.8 You can cancel a Direct Debit payment at anytime before a payment is due to be made. However, if Your Direct Debit is cancelled it is not possible to reinstate it, unless a new Direct Debit mandate/subscription is agreed.
- 6.9 For bookings made by phone, You will be asked for your bank account number and sort code and these will be processed through the GoCardless secure Direct Debit mandate. A copy of the Enrolment Form will be completed on your behalf but will not become valid until it is signed by You.
- 6.10 If You need to change any payment or the date of payment please contact Learning Academies Head Office and We will do Our best to help. If you change your bank / current account provider you should ask your new bank to switch your existing Direct Debit over to your new account to ensure instalments are not missed.
- 6.11 Data Protection. The information GoCardless collects for direct debit payments may be provided to: (1) GoCardless' representatives (including internal and external finance, audit and tax advisers) who require this information for the proper performance of their authorised business activities associated with the day to day operational activities of the GoCardless business.
- 6.12 Go Cardless' Direct Debit scheme is protected by the Direct Debit Guarantee which protects You against payments made in error or fraudulently. It also means that you can get a full and immediate refund from your bank for any payment taken in error.
- 6.13 If Go Cardless are unable to collect your agreed fees You and We will be notified by Go Cardless. We will make contact to arrange payment and can action a 'retry' if you would like us to try again. We do not allow accounts to fall more than 2 payments (2 months) behind, unless by prior arrangement. If an account is two months overdue interest on the overdue sum will be applied at the rate of HSBC Bank and will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment. If We are unable to recover any payments owed and are unable to reach an agreeable repayment schedule then Learning Academies will refer the matter to the Small Claims Court for resolution. Learning Academies reserves the right to pass on to the Customer any bank charges/fees incurred as a result of failed payments.
- 6.14 Learning Academies is committed to working in partnerships with all families but If any sums remain unpaid following the expiry of the time period set out in sub-Clause 6.13, We reserve the right to suspend provision of the Extra Tuition Services until all overdue sums are received in full.
- 6.15 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is on-going and we will not suspend provision of the Extra Tuition Services.

## 7. Extra Tuition – Our Obligations.

- 7.1 We will provide the Extra Tuition Services to the best of Our ability, offering high standards of education, care and diligence.
- 7.2 We will focus on the area of study specified on your Enrolment Form and/or any other areas identified by the student/tutor for focus. Your Child's area of study can be amended at any time you wish. Please notify Us of any required changes in writing (by email to [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk)).
- 7.3 Learning Academies provides all parents with a Teacher Feedback Form that you may wish to share with Your Child's class teacher. This enables your child's teacher to suggest particular areas of focus that they feel would be useful to add to their tuition programme. This form will be included in your child's welcome pack and is also available for download on the website if you wish to refresh this at any time. It is entirely up to You, as parents, whether you chose to use this form.
- 7.4 We will begin to provide the Extra Tuition Services on the Start Date and will continue to provide the Extra Tuition Services until You or we terminate the Agreement in accordance with these Terms and Conditions.
- 7.5 If We wish to make any changes to the Extra Tuition Services including, but not limited to, the Agreed Times, We will provide You with at least a week's written notice of the proposed changes. If You are unable or unwilling to accept such changes, You may terminate the Agreement under sub-Clause 11.2.
- 7.6 We expect positive behaviour at all times from our students and adhere to a clear Behaviour Policy. If You know that the Child has any behavioural difficulties, You must inform Us on the Booking Form or, if such difficulties are not known at the time of applying, as soon as reasonably possible after becoming aware. A copy of our Behaviour Policy is available upon request.
- 7.7 In the case of illness or injury, Learning Academies will act in the best interest of Your Child and will administer appropriate care as required. Should care require more than basic first aid then the main carer/emergency contact will be notified and emergency services called. We will contact you and/or your alternative emergency contact if one has been given. If you are unable to be contacted we reserve the right to administer first aid in whichever way we deem to be in the best interest of your child.
- 7.8 If You wish to make any changes to the Extra Tuition Services including, but not limited to, the Agreed Times/Days of study, You should request such changes in writing/email. We will use reasonable endeavours to accommodate all such changes, but cannot guarantee that all such changes will be possible.
- 7.9 Any changes made to the Extra Tuition Services under sub-Clauses 7.7 may result in an increase or decrease in Fees.

## 8. Your Obligations

- 8.1 You must provide all information reasonably required and requested by the Tuition Provider (including, but not limited to, the information required in the Enrolment Form) promptly and must ensure that the information is accurate and up-to-date. Please notify us in writing, ideally by email, if there are any changes to the details given. If you do not receive confirmation of receipt from our team please call or contact again to make sure your change reached us safely.
- 8.2 If your child is unable to attend a session, we request that you inform us by phone or email so we can notify your tutor. Whilst refunds cannot be given we will always endeavour to offer you an alternative, mutually convenient catch up session.
- 8.3 You must drop your Child off and collect your Child on time. If your child is due to attend iAchieve straight from school you must make your child aware that they are not allowed to leave the school premises.
- 8.4 We are unable to follow up absences during a session but will endeavour to contact the parent/carer of any student whose absence is unauthorised within 48 hours. Wherever possible we will offer you a replacement session at a mutually convenient time.
- 8.5 Children will not be allowed to leave our care unless their expected adult is able to receive them. We recognise that this will not always be the parent but require all parents to ensure that their child knows who is picking them up. If a child is to go home alone this must be confirmed with us in writing. If there is a person/family member who your child is NOT allowed to go home with you must notify us in writing of this so we can ensure your child is always safe.
- 8.6 If You have holiday or other planned absences that will affect your Extra Tuition, please inform Us in writing as soon as possible. Whilst refunds for absense cannot be given we will always endeavour to offer alterntative sessions and/or double sessions to ensure you do not miss the time charged for.
- 8.7 The Parent/Client is not permitted to make private arrangements for tuition with a Tutor introduced by Learning Academies, unless this has been agreed by Learning Academies. Should a Parent breach this obligation, they will be liable to account to LA for all sums paid to the Tutor without deduction and LA shall be entitled to obtain an injunction against a Parent to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

## 9. Complaints and Feedback

- 9.1 At Learning Academies we operate an 'open communication' policy and always welcome feedback from Our customers.
- 9.2 Any complaints will be handled in accordance with Our Greviance Policy. Copy available upon request.

## 10. Cancellation of Agreement During the Cooling Off Period

- 10.1 As the Enrolment Form (encompassing your agreement of these Terms and Conditions) is not completed "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date or your first tuition session, whichever is the sooner.
- 10.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately in writing.
- 10.3 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in advance, in respect of the your tutoring. Enrolment Fees are however, non refundable once work on the induction of students has begun. See 10.5.
- 10.4 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise.
- 10.5 If the Start Date falls within the 14 day cooling off period the following applies:

- 10.5.1 If You cancel the Agreement after provision of the Extra Tuition Services has begun You will be required to pay for the Extra Tuition Services supplied up until the point at which You inform Us of Your wish to cancel;
- 10.5.2 The amount due will be a fair proportion of the Fees. Any sums that have already been paid for the Extra Tuition Services will be refunded subject to deductions calculated on this basis;
- 10.6 Clause 11 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

## **11. Termination**

- 11.1 In addition to Your rights in Clause 10 relating to the cooling off period, You may terminate your Agreement at any time by giving Us at least one month's written notice.
- 11.2 You may terminate the Agreement with immediate effect by giving Us written notice if:
  - 11.2.1 We have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of You asking Us in writing to do so;
  - 11.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 11.2.3 We are unable to provide the Extra Tuition Services due to an event beyond Our reasonable control (see Clause 13);
  - 11.2.4 We wish to change these Terms and Conditions to Your material disadvantage.
- 11.3 We may, before the Start Date, terminate the Agreement with immediate effect by giving You written notice if unavailability of required personnel or any event described in Clause 13 occurs that makes it likely that We will be unable to provide the Extra Tuition Services from the Start Date. If such termination is necessary, We will inform You as soon as is reasonably possible after We become aware of any need to terminate under this sub-Clause 11.3.
- 11.4 After the Start Date, We may terminate the Agreement at any time by giving You at least one weeks written notice.
- 11.5 We may terminate the Agreement with immediate effect by giving You written notice if:
  - 11.5.1 You fail to make a payment for a period of two months as detailed in Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.13);
  - 11.5.2 You have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of Us asking You in writing to do so; or
  - 11.5.3 We have been unable to provide the Extra Tuition Services for more than two weeks due to an event beyond Our reasonable control where that termination is permitted by Clause 13.2.4.

## **12. Effects of Termination**

- 12.1 If the Agreement is terminated for any reason the provisions of this Clause 12 will apply.
- 12.2 If at the termination date (one month from notice to leave):
  - 12.2.1 You have made any payment to Us for any Extra Tuition Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination date;
  - 12.2.2 We have provided Extra Tuition Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.
- 12.3 Any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 12.4 Termination will not remove or reduce any right to damages or other remedy that either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## **13. Events Beyond Our Reasonable Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 13.2.1 We will inform You as soon as is reasonably possible;
  - 13.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
  - 13.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Extra Tuition Services as necessary;
  - 13.2.4 If, for a reason, outside of Our control, a session has to be cancelled We will provide an alternative session date. Where that is not possible a refund for the missed session will be offered.

## **14. Liability**

- 14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is

contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 14.2 We will maintain suitable and valid insurance covering all relevant aspects of the Extra Tuition Services.
- 14.3 We provide Extra Tuition Services to the very best of our ability. However, we can not be held accountable/responsible/liable for the academic success or lack thereof demonstrated by the student. We will always do all we can to raise attainment and improve ability but can offer no guarantee thereto.
- 14.4 We are not liable for any loss or damage to any personal property that You or your Child may bring onto the Tuition Provider's premises.
- 14.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 14.6 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **15. How We Use Your Personal Information (Data Protection)**

- 15.1 We will treat all information provided by our clients as confidential with a few exceptions e.g. information requested by a court.
- 15.2 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 15.3 We may use Your personal information to:
  - 15.3.1 Provide the Extra Tuition Services to You;
  - 15.3.2 Process Your payments for the Extra Tuition Services.
  - 15.3.3 Contact you in relation to Extra Tuition Services.
- 15.4 We will not pass on Your personal information to any other third parties without first obtaining Your express permission. This does not include tutors working for or on behalf of Learning Academies who may have access to such details as required to ensure the safe running of each Extra Tuition Centre.
- 15.5 We may use photographs/quotes off/from students in advertising media including our website, social media and marketing materials where permission has been given on the Booking Form.

## **16. Other Important Terms.**

- 16.1 We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 16.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 16.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 16.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 16.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 16.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 16.7 All materials we create in-house are copyright. You agree that you will not publish or distribute any portion of any materials without prior written permission from us.

## **17. Law and Jurisdiction**

- 17.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 17.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.