

# TERMS & CONDITIONS

## 1. THESE TERMS

- 1.1 What these terms cover. These are the terms and conditions on which I supply services to you.
- 1.2 Why you should read them. Please read these terms carefully before you commence services with me. These terms tell you who I am, how I will provide services to you, how you and I may change or end the contract, what to do if there is a problem and other important information.

## 2. INFORMATION ABOUT ME AND HOW TO CONTACT ME

- 2.1 I am Jenny Forsythe, a sole trader. My website address is [www.passion4maths.com](http://www.passion4maths.com)
- 2.2 You can contact me by writing to me at Email: [jforsythe@passion4maths.com](mailto:jforsythe@passion4maths.com) My telephone number and address will also be provided when my services commence, and you can use these to contact me.
- 2.3 "Writing" includes emails. When I use the words "writing" or "written" in these terms, this includes emails.
- 2.4 "Services" is usually an hour Maths session. Details of a typical session can be found on my website [here](#).

## 3. MY CONTRACT WITH YOU

- 3.1 My acceptance of your booking will take place when the pupil or pupils attend their first Maths session with me, at which point a contract will come into existence between you and me.
- 3.2 I shall use a **registration form** to detail the services being provided by me to you. The registration form will also set out other terms agreed between me and you including the fees for these services, the duration of the services and any additional terms.

## 4. MY SERVICES

- 4.1 The services are as described in the registration form and in these terms and conditions.
- 4.2 Any variation to the services must be agreed by me.
- 4.3 The services shall start on the date set out in the registration form and shall continue until a mutually agreed date or you end the contract as described in clause 9 or I end the contract by written notice to you as described in clause 10.
- 4.4 The services shall be carried out at the location described on the registration form or other location as agreed by you and me. We shall refer to this as the teaching venue. The services may be provided Online via the internet see clause 13. In this case the pupil or pupils and I will be in different geographical locations, but the 'location' will be referred to as 'Online'.
- 4.5 I shall discuss and agree dates for the delivery of services with you. If the supply of my services is delayed by an event outside my control, then I will contact you as soon as possible to let you know and I will take steps to minimise the effect of delay. Provided I do this I will not be liable for delays caused by the event.
- 4.6 Maths sessions scheduled after school (4pm & later) or at weekends, will take place during the usual three academic terms (as prescribed for state schools in England). You may book daytime lessons for the holiday periods through the website.
- 4.7 I will need certain information from you so that I can supply the services to you, for example, details of your child's or children's exam syllabus and educational requirements. This information is required on the registration form. If you do not give me this information within a reasonable time of asking for it, or if you give me incomplete or incorrect information, I will not be able to provide you with a service.
- 4.8 I may suspend the supply of services if:
  - 4.8.1 you do not pay. If you do not pay me for the services when you are supposed to (as set out in clause 5) and you still do not make payment within 7 calendar days of me reminding you that payment is due, I may suspend the services until you have paid me the outstanding amounts;
  - 4.8.2 you or the pupil/pupils display disruptive or threatening behaviour. If I feel your behaviour (or that of the pupil's) is counterproductive to me providing my services, I may suspend or terminate the services (please see clause 6.6 below); or
  - 4.8.3 the pupil/pupils is/are left unattended at the teaching venue (please see clause 6.8 below) I will contact you in writing to tell you I am suspending services.

## 5. FEES AND PAYMENT

- 5.1 The price for the services is as specified in the registration form or email.

- 5.2 Payment is due from the date of the invoice.
- 5.3 The duration of services will be determined on an individual basis, it is usually an hour a week.
- 5.4 I am entitled to vary the fees to take account of
  - 5.4.1 any additional services requested by you which were not included in the original registration form.
  - 5.4.2 Any reasonable increase in rates, if applicable;And I shall notify you of any variation to the fees in writing.

## 6. YOUR OBLIGATIONS

- 6.1 You agree to cooperate fully with me regarding the obligations set down in these terms and conditions.
- 6.2 You are responsible for the prompt attendance of the pupil/pupils at the tutoring session. If a pupil is late I shall not extend the time of the tutoring session.
- 6.3 I expect the pupil/pupils to have the necessary stationery (e.g. pens, pencil, calculator, paper, text book etc.) for use in the tutor sessions. Such stationery will not be provided by me to the pupil.
- 6.4 Between sessions the pupil's priority will be school work. I will suggest weekly practice which I will expect to be completed unless the parent, pupil or teacher indicates why it could not be done. Whilst I understand, a pupil may have other commitments; in order for the pupil to progress I advise the pupil to review the work undertaken in the tutoring sessions and complete the tasks set. I cannot be held responsible for any lack of progression by a pupil. I am unable to guarantee the success of any pupil in sitting any exam, courses, interviews or submitting any CV or job applications based on the services I provide, and I cannot accept any liability for any failure of a pupil in connection with the services I provide.
- 6.5 You agree to pay the fees as specified in the registration form or email and in these terms and conditions.
- 6.6 You must ensure that the pupil/pupils behave in a respectful and appropriate manner at all times. Disruptive or threatening behaviour by a pupil will result in suspension or termination of the services, at my discretion.
- 6.7 I ask that no one else apart from you and the pupil/pupils attend a tutoring session unless you have discussed this with me prior to the tutoring session and I agreed to this.
- 6.8 In the event that the pupil is under 18, I cannot be held responsible for chaperoning the pupil. In such situations a responsible adult must remain at the teaching venue at all times. Should you leave the teaching venue during a tutoring session, I will have to suspend the tutoring session with the pupil immediately. If I arrive at the teaching venue and you are not there, this will be treated as a cancelled lesson on your part and clause 8 will apply.

## 7. MY OBLIGATIONS

- 7.1 I will supply the services as specified in the registration form and in these terms and conditions.
- 7.2 I will perform the services with reasonable skill and care and to a reasonable standard and in accordance with any recognised codes of practice and government guidelines. If at any time you are dissatisfied with my services please contact me using the information in section 2, so that I can discuss this with you and look to resolve the matter.
- 7.3 I will hold all professional qualifications required to provide the services.
- 7.4 I will complete all necessary vetting and barring processes required to work with children and young people. I can provide evidence of this to you before I commence the services.

## 8. CANCELLATION POLICY

- 8.1 If you need to cancel and rearrange a Maths session, I ask that you provide me with at least 24 hours' notice.
- 8.2 In the event you are unable to provide at least 24 hours' notice, I may at my discretion, charge you the standard tutoring session fee, as applicable at that time.
- 8.3 If I cancel a Maths session within 24 hours, you will not be charged, and the next lesson will be 50% off.

## 9. YOUR RIGHTS TO END THE CONTRACT

- 9.1 You can end your contract with me at any time by writing to me.
- 9.2 You must pay me for the services provided up to a mutually agreed termination date.

## 10. MY RIGHT TO END THE CONTRACT

- 10.1 I may end this contract at any time by writing to you.

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## 11. YOUR PERSONAL INFORMATION

11.1 I will use the personal information you provide me:

- (a) to supply the services to you and the pupil/pupils and
- (b) to process your payment for the services.

11.2 I will comply with the Data Protection Act of 2018 and any other applicable data legislation concerning the processing of personal data. My Privacy Policy can be found on my [website](#) or a copy can be provided on request.

## 12. USE OF MY WEBSITE

12.1 The use of my website is at your discretion and responsibility. I have put in place the following controls to secure my website and avoid any malware or spyware;

- (a) I hold a current SSL (Secure Sockets Layer) certificate.
- (b) I have a subscription to Sitelock, see Sitelock trust shield on the bottom right hand corner of my website. Sitelock scans my website daily.

12.2 You are advised to use anti-virus software before downloading any files from my website.

12.3 If you receive any adverse error messages on visiting my website or notice anything unusual (e.g. files missing or incorrect), please let me know as soon as possible using the details in clause 2, so that I can investigate and resolve the situation.

## 13. ONLINE SERVICES

13.1 An online service will only be provided after agreement with you in advance.

13.2 It is your responsibility to ensure the pupil is aware of internet safety and any necessary parental controls are in place on any devices they will be using. You can visit the [NSPCC online safety advice](#) for guidance.

13.3 You may need to download visual and audio software for the purposes of an online lesson. Downloading this software is at your discretion and your responsibility.

13.4 In the event that the pupil is under 18, I cannot be held responsible for chaperoning the pupil. I require that an adult be present at the start and end of an online session to acknowledge logging on and off of that session and during a session in their house.

13.5 I require that no one else apart from the pupil/pupils, parent and/or guardian attend an online tutoring session unless you have discussed this with me prior to the tutoring session and I have agreed.

13.6 Pupils should meet me online in a family space.

13.7 I will not record a session unless agreed beforehand. The pupil, parent or guardian should not record the session without first agreeing it with me.

## 14. OTHER IMPORTANT TERMS

14.1 Each of the paragraphs in these terms and conditions operates separately. If any court of relevant authority finds any of them are unlawful, the remaining paragraphs will remain in full force and effect.