



Nicola Sanders Tutoring Qualified Teacher and Tutor Tailored tuition for your child's needs

Private Tuition Agreement for Student:

2020/2021 Academic Year





Terms and Conditions for Tuition

These terms and conditions are valid for all tuition from 1st September 2020. I reserve the right to make changes to these terms and conditions from time to time and parents will be notified of these with as much notice as possible.

Registration

Clients are required to provide adequate contact details including postal address, email, and landline/mobile numbers to enable me to communicate with you effectively. Please complete the registration form as accurately as possible. Please ensure you provide contact numbers for all parents/guardians who are likely to be present during tuition, this is to ensure I can contact relevant guardian/parent in case of emergencies/technological breakdowns. Please ensure that you inform me if any contact details change during the academic year.

Booking and payment

- Lessons are charged as per the rates on my website and last for duration of 1 hour; however bespoke lesson lengths are available upon request.
- Minimum numbers are required for groups (including courses and classes)/paired tuition. All students attending groups must attend a Zoom chat with your tutor Nicola free of charge prior to group tuition starting.
- Fees for group lessons must be paid in advance and are non-refundable due to the nature of group tuition.
- You may try an initial paid trial lesson to begin with (new clients may pay weekly in advance by BACS for the first 4 weeks of tuition lessons only! All other payment terms apply).
- Fees for tuition are payable by BACS (Monthly or Blocks of 10*) and must be paid in advance and received at least 48hrs before the first session commences. Blocks of 10* lessons are valid for 6 months from date of purchase. *Block bookings apply to 1:1 lessons only*
- Scheduled lessons will always take place on the day, time and venue specified in the letter that accompanies these terms and conditions, unless a tutorial is rearranged for a time that is mutually convenient to both tutor and student.
- Parent/s or guardian/s must be present at the venue for all lessons.

Non-payment of fees – Nicola Sanders Tutoring reserves the right to refuse to allow the student to attend tuition while fees remain unpaid or if there is a persistent failure by you to pay the fees on time.

<u>Term dates</u>

Term dates generally follow Bristol City Council published term dates (please note that Academies and Independent schools often have their own term dates). An up to date list of term dates is available on my website.

Ad hoc and school holiday lesson(s)

If Ad hoc lessons are required, I will try to accommodate these where possible, subject to availability or last minute cancellations. If you would like to be added to the reserve list for this please contact me to advise, please also state how flexible you are and how much notice you would need to take up an available space. School holiday lessons can be arranged subject to availability, school holiday schedules are uploaded to the website, at least a fortnight in advance of any school holiday.

Cancellation Policy (1:1/groups/classes/courses/online)

1:1 Lessons:

Lessons cancelled with less than 24 hours' notice will be billed to the client in full.





If for any reason you need to reschedule an agreed lesson, I am happy to do so, subject to availability at a date/time that is mutually convenient to both tutor and student, when at least 24hrs notice has been given as above.

Any lessons cancelled by me for any reason, will be rescheduled where possible, or refunded in full (deducted from your next invoice).

Paired Lessons (1:2):

Group lesson fees are non-refundable; any lesson cancelled/missed by one student will not be rescheduled due to the nature of group tuition. Access to bitpaper/notes and homework (where requested) from missed lesson will be provided.

If for any reason both students need to cancel/reschedule an agreed lesson, I am happy to do so, subject to availability at a date/time that is mutually convenient to both tutor and students, provided at least 24hrs notice has been given.

Any lessons cancelled by me for any reason, will be rescheduled where possible, or refunded in full (deducted from your next invoice).

Group Lessons (including classes and courses):

Group lesson fees are non-refundable; any lesson cancelled/missed will not be rescheduled due to the nature of group tuition. Access to bitpaper/notes and homework (where requested) from missed lesson will be provided.

Any lessons cancelled by me for any reason, will be rescheduled where possible, or refunded in full (deducted from your next invoice).

Repeated Cancellations - Nicola Sanders Tutoring reserves the right to withdraw tuition for repeated cancellations and/or no shows.

<u>Illness</u>

If the student has an infectious illness (such that they would be expected to stay away from their place of education/work), then no face to face lesson will take place, but an online lesson will be offered as a substitute, if the student is well enough.

Reservations and Waiting Lists

Places for each academic year can be reserved in advance with a non-refundable deposit of £10. This will be deducted from the first invoice of the new term when regular tuition recommences. When, I am fully booked, I operate a waiting list, as there are times of the year when students come to the end of their tuition (May after KS2 SAT's and June after GCSE's). Places (each new academic year and mid-year) are allocated first to existing students and then to students on that year's waiting list (in order they were placed on the waiting list).

Termination policy

Lessons will continue until a mutually agreed termination date, subject to a minimum of **2 weeks** notice in writing. If this coincides with the end of a term, then written notice must be given before that term ends. This is to allow an appropriate transition, allowing me to offer the lesson to a waiting client with reasonable notice. I reserve the right to end our agreement with appropriate notice per the above.

Time Keeping, Behaviour/Student Expectations and Snacks during lessons

Parent/s or guardian/s must be present at the venue for all lessons.

Time Keeping: Scheduled lessons will always take place on the day, time and venue specified in the letter that accompanies this Private Tuition Agreement. Lesson times can also be found on your invoice. Clients





are responsible for logging in for online tuition on time, if you arrive late to your lesson the time will not be extended, the lesson will end at the designated time to enable the next student to have their full lesson. For face to face lessons, the tutor will arrive at the venue as promptly as possible and within 15 minutes of the start time of the lesson, allowing for changing weather and road traffic conditions. The lesson duration will take place in full.

Behaviour/Student Expectations: Parents are responsible for ensuring that their children know how to behave appropriately. Abusive or discriminatory behaviour towards the tutor and/or other students will not be acceptable. I reserve the right to cancel any bookings for students whose behaviour is unacceptable, or where abusive language is used by either parent or student. Although this is very unlikely, you will, of course, receive a refund for outstanding lessons if I need to enforce this.

Students are expected to:

- Login for online lessons on time for the start of their lesson.
- Attend online tuition from an open room such as a living or dining room rather than bedrooms; whenever possible for the purposes of safeguarding, parents/guardians must be present at the venue. If this is unavoidable please ensure the environment is appropriate, parents/guardians must be nearby, and doors must be left open for safeguarding purposes.
- Students should have their webcam turned on unless there is a reason for that this is not possible. This enables me to gauge the student's understanding of the concept being taught.
- Dress appropriately as you would be for in person tuition (no pj's, swimwear etc.)
- Ensure that all equipment (computer/laptop/iPad, graphic tablets/apple pencils, webcams, headphones and microphones are all ready and charged where appropriate for the lesson),
- Ensure that you test that your equipment, in particular that your webcam/ headset/earphones/microphone are working before the lesson starts. This is especially important if you are going to be working on a new device.
- Keep distractions to a minimum, muting phones/social media/ensure quiet working space etc.
- Face to Face tuition: Will always take place in an open room such as a living or dining room for safeguarding purposes and parents/guardians must be present at the venue. All other expectations regarding dressing appropriately, ensuring any equipment the student requires (including Calculators for GCSE students) are ready for the start of the lesson applies to all students.

Additional expectations for Online Group Lessons:

- All students must have their webcam turned on unless there is a reason that this is not possible (for example poor signal). This is to ensure that I know exactly who is viewing the lesson and helps me to gauge student's understanding of the concept being taught.
- Ensure background is suitable (e.g. no certificates on walls with full names or visible logos which would make students identifiable such as their school logos)
- Students should not share their full name or any details that would make them identifiable with the group.
- Students must ensure that only their first name and first initial from surname are shown on their zoom screen.

Snacks: Whenever possible, snacks should be consumed before or after the lesson. If snacks are required during the lesson, these should be able to be consumed quickly and quietly, to avoid distracting from the learning process.

Student progress and parental involvement

It is the parents responsibility to provide any additional information they feel is important to tuition (for example medical conditions/special education needs etc.)





For face to face tuition, I give regular feedback to the parent/guardian at the end of each lesson. For online lessons, please join the video call at the beginning or end of the lesson for feedback. I do not provide written progress reports.

Limitation of Liability

The tutor will strive to provide the best possible service. However, the tutor will not be held accountable or responsible for the academic success or lack thereof demonstrated by the student/client. Although the tutor will do everything in their power to help grades and skill sets improve, the tutor can offer no guarantee thereto.

The tutor is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of this tutoring service, or any errors or omissions in the content of our materials. You the client specifically waive any and all claims arising out the use of the tutoring service.

GDPR, Photography and Privacy Statement

The General Data Protection Regulations (GDPR) came into force on 25th May 2018 and requires that all businesses issue a privacy statement to all clients and contacts, regarding the data held about the individual.

Nicola Sanders is the 'controller' of your data

What information is held

The information I hold comes from you as the parent and your child as the student. On the registration form you complete I ask for the following information:

- Name
- Age and School Year Group
- Details of regular session booked
- Phone numbers
- Email addresses
- School attended
- Home address for correspondence
- Exam board studied where applicable
- Anything else the parent feels is important for tuition e.g. special educational needs, medical conditions etc.
- I also hold information about students' education including tracking progress, objectives and lesson plans, marked homework (where requested)

I only hold the data needed to provide the services you engage me to provide. Contact information is used for scheduling, invoicing, record keeping and communicating my own services. Data will not be shared unless there is a legal obligation to do so. All reasonable steps are taken to ensure your data is processed and stored securely. This information is usually stored as paper copies in a securely locked cabinet and also any files are stored on my password protected computer. Names and email addresses are also stored in my email contacts on my password protected computer and phone numbers are also stored on my pass code protected mobile phone.

Your rights

You have the right to ask for all information held relating to you to be deleted. Please note, however, that for child protection reasons tuition cannot continue after information is deleted and that terms and conditions regarding cancellation remain the same. Unless a client has specifically asked for information to be destroyed, client details will be held on file for 2 years following the completion of tuition by the student. Financial data will be retained for seven years for tax reasons. When the information is destroyed, all papers will be shredded to protect the client's identify and any data held in computer files will be either anonymised or permanently deleted. Emails/Phone records will be permanently deleted.





<u>Subject access requests</u>

You have the right to see information held relating to this tuition agreement.

If you wish to exercise this right then you can do so by making an appointment to view the information at the beginning of your child's tuition lesson.

Communication

For child protection reasons, I communicate with you, as the parent before tuition begins and ask for your consent to hold information on your child and permission to tutor. Communication regarding booking invoices etc. is via email and occasionally text message or phone call.

Consent

It is assumed that on completing the registration form and tuition agreement, you consent to me holding the information about your child on file until 2 years after tuition with me ends. It is assumed that consent to communicate via Zoom or Skype is given by parents who pay for online tuition.

<u>Data Breaches</u>

The GDPR introduces a duty on all organisations to report certain types of data breach to the Information Commissioner's Office (ICO), and in some case, to individuals. In the event of a data breach, I will notify the ICO of a breach where it is likely to result in a risk to the rights an freedoms of individuals – if, for example, it could result in discrimination, damage to reputation, financial loss, loss of confidentiality or any other significant economic or social disadvantage.

<u>Photography</u>

From time to time I take photos of children's work and activities taking place. These may be published on my website and on social media. Children's faces are not shown in photos and names will not be shown online in photos.

	Consent given	Consent not given
Photos to be shared on social media and on		
website		

I have read, understood and hereby accept 'Nicola Sanders Tutoring' terms and conditions and understand that they apply to all tuition.

I give permission for mine and my child's information to be used/stored as in the GDPR statement and have completed the permissions information regarding work and photos:

Name of student/s:

Name of parent/guardian responsible for bookings and payment (if student is under 18):

Signed (or type name again if completing electronically):..... Date:

