

# **WESTERN TUTORIAL COLLEGE LIMITED**

## **1 to 1 (private) Tuition**

### **Terms and Conditions**

#### **Terms of engagement**

Western Tutorial College Limited is a company registered at Companies House (company number 07635083), whose registered office is at Albion House, 12A Broad Street, Bristol, BS1 2HL. Details of the directors and all company returns are available for viewing at Companies House, or on their website. Tutors that work with us are all experienced professionals in their subject areas. The educational services offered and the fees charged may be varied at any time, subject to the provisions below.

#### **Setting up 1 to 1 tuition**

Appointments for 1 to 1 tuition can be made by telephone, e-mail, in person or by using our website. The tuition is based on the specific requirements of the student, and an initial discussion and/or assessment (usually in person before or during the first tutorial) will allow the student to make detailed comments on how he or she would like the tuition to meet his or her needs. Students normally commit to regular periods of tuition such as blocks of four weeks, and each appointment is normally for a minimum of 1 hour. Tuition can take place any time in the day or early evening by mutual agreement between the student or their parents/guardian, the tutor and the college.

#### **Method of tuition**

1 to 1 tuition will take place on the college premises. The college can then ensure the safety of the students as it has public and employee liability insurance, and fire detection systems in place. Whilst most private tuition is conducted on a one-to-one basis, greater numbers of students can be accommodated if they all have the same needs. Under these circumstances a reduction in fees paid per person can be negotiated. Students are asked to provide as much detail relevant to the aims of their tuition as possible, so that a tuition plan can be formulated which will be of maximum benefit to the student.

#### **Lesson times and attendance during tuition**

Students are expected to attend all agreed 1 to 1 sessions, and to arrive before the scheduled start time. Tutors are not expected to wait for students who are late (beyond a reasonable time). If a student is going to be late, or has to miss a lesson due to illness or a previously arranged appointment, they are expected to inform the college and give at least 24 hours of notice before the lesson start time. It is important that students understand the necessity of attending all classes regularly and punctually, and that they come prepared to learn.

#### **Code of conduct**

Students may end their ongoing tuition with Western Tutorial College Limited at any time (subject only to the cancellation policy below). Our tutors will conduct themselves courteously at all times, and it follows, therefore, that we expect the same from students and their parents/guardians. In the event that a situation was to develop which would render the continuation of tuition by the college impossible, we reserve the right to discontinue such service forthwith, and remove the student from our list. The same right to discontinue tuition services received rests with the student. In any event, in case of problems, we would do everything possible to remedy these at the earliest opportunity.

## **Access arrangements**

There is level access to the ground floor from the pavement outside the building, and to the toilets on the ground floor. However, access to the upper floors is by stairs. We will make every effort to accommodate students with restricted mobility by trying to schedule their classes on the ground floor, but students must make the college aware of any disability that might affect their learning at the time of enrolment.

## **Payment terms**

Payment must be by bank card or cash, and must either be made at the commencement of each 4 week block (or other agreed time period), or in advance. Payment by cheque must be made at least 7 days before the course start date. Under no conditions will tuition be given without payment – this is to ensure that tutors are correctly paid.

## **Variation of fees and services**

Fees may be changed and the services offered added to or withdrawn at any time. However, fees will not be varied during an academic year. We reserve the right to increase fees to coincide with the new academic year.

## **Limit of liability**

Western Tutorial College Limited will not be liable for any consequential loss or damage suffered by its students, whilst on or outside its premises (Albion House, 12A Broad Street, Bristol, BS1 2HL) however caused, and which may result in tuition not being provided for any reason whatsoever.

Liability is restricted to that shown in the cancellations policy. Students' statutory rights are not affected by any clause shown in these Terms of Engagement.

Students can expect high quality tuition. However Western Tutorial College Limited is not able to guarantee examination results.

## **Cancellation policy**

Payment of the tuition fee for a block of tuition forms a binding agreement between the relevant parties involved (student, parents/guardians, tutor, Western Tutorial College Limited). Refunds can only be made if the tuition has to be cancelled as a result of the tutor becoming unavailable, and a suitable alternative tutor not being found in a reasonable time period. Students who decide not to continue their tuition part way through a block (through no fault of the college) will not be eligible for a refund or part refund of fees. Students who cancel their tuition before it begins may be eligible for a part refund, but this will be at the discretion of the college principal. Students who cannot attend a session but do not give at least 24 hours of notice will still have to pay the session fee, in order to cover payment to the tutor.

# **1 to 1 and group Tuition provided by tutors**

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### **Terms of engagement**

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### **Lesson times and attendance during tuition**

Tutors are expected to attend all agreed sessions, and to arrive before the scheduled start time. Tutors are not expected to wait for students who are late (beyond a reasonable time, normally half an hour). If a tutor is going to be late, or has to miss a lesson due to illness or a previously arranged appointment, they are expected to inform the college and give at least 24 hours of notice before the lesson start time. It is important that tutors understand the necessity of arriving for each lesson properly prepared to teach.

### **Code of Conduct**

Tutors may end their tuition with Western Tutorial College Limited, and Western Tutorial College may end a tutor's tuition, at any time (subject only to the termination policy below). Our tutors will conduct themselves courteously at all times, and it follows, therefore, that we expect the same from students and their parents/guardians. In the event that a situation was to develop which would render the continuation of tuition by a particular tutor impossible, we reserve the right to discontinue such service forthwith. In any event, in case of problems, we would try to remedy these and try to reach an amicable agreement with all parties..

### **Access arrangements**

There is level access to the ground floor from the pavement outside the building, and to the toilets on the ground floor. However, access to the upper floors is by stairs. We will make every effort to accommodate students with restricted mobility by trying to schedule their classes on the ground floor, but tutors must make the college aware of any disability that might affect their working at the time of engagement.

### **Payment terms**

Payment is made by BACS at the end of every calendar month during which teaching has taken place by the tutor. Such teaching must be on the college premises (see the first paragraph) and must be agreed in advance by the Principal. Under no conditions will payments be made without such prior agreement – this is to ensure that tutors are correctly paid. Pay is entirely based on the number of hours worked according to the academic timetable in current operation, and is agreed before the commencement of teaching. Payments are on a monthly basis during normal term times (excluding holiday periods), and are subject to the cancellation policy given below.

### **Variation of payments and services**

Payments may only be changed with the prior agreement of the Principal. Normally hourly payment rates that have been agreed at the beginning of the academic year will remain until a new agreement is reached, or the tuition services offered are withdrawn (see the Cancellation Policy below).

**Limit of liability**

Western Tutorial College Limited will not be liable for any consequential loss or damage suffered by its tutors, whilst on or outside its premises (Albion House, 12A Broad Street, Bristol, BS1 2HL) however caused, and which may result in tuition not being provided for any reason whatsoever.

Liability is restricted to that shown in the cancellations policy. Tutors' statutory rights are not affected by any clause shown in these Terms of Engagement.

Please remember that students expect high quality tuition, in a friendly, non-confrontational setting.

**Cancellation of Services policy**

Students who decide not to continue their tuition part way through the academic year (September to June inclusive) will no longer require a tutor. If such tuition is on a 1 to 1 basis, a notice period of 1 (one) month (31 days) will be expected to be given by the student, and The College will give the tutor 1 (one) month (31 days) notice as well. Payments for tuition will cease at the end of the notice period. Students normally pay monthly. If a student suddenly decides to cease their tuition we will still give the tutor the notice period mentioned above, and pay the tutor for this month. The College does not enter into fixed term contracts, outside of this monthly agreement.

If a group lesson is cancelled and the tutor is given at least 5 working days' notice of this cancellation, there is no obligation on the part of The College to pay the tutor for the cancelled lesson. If a 1 to 1 lesson is cancelled and the tutor is given 48 hours' notice of this cancellation, there is no obligation on the part of The College to pay the tutor for the cancelled lesson.

Last revised July 2016 – these Terms and Conditions are valid until further notice