# WESTERN TUTORIAL COLLEGE LIMITED, trading as Western Tuition and Examination Centre (WTEC) Services for A-level and GCSE courses, and 1 to 1 tuition

# **Terms and Conditions (students)**

## Terms of engagement

Western Tutorial College Limited is a company registered at Companies House (company number 07635083), who registered office is at 1<sup>st</sup> and 2<sup>nd</sup> floors, 21 Bridge Street, Newport, NP20 4AN. Details of the directors and all company returns are available for viewing at Companies House, or at 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.

## Lesson times and attendance during tuition

The academic timetable for all subjects is set at the beginning of the academic year (September) or earlier when possible. Students are expected to attend all timetabled lessons in each of their subjects studied, and to arrive before the scheduled start time. Tutors are not expected to wait for students who are late, and it is expected that students will make every effort to catch up with any work missed. 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 before the lesson, giving as much notice as possible. Absence from lessons is never a reason to reduce the fee for that course (see below). Students are expected to remain in class for the duration of all lessons, unless there are particular circumstances and only when agreed between themselves, their tutor and (if necessary) the Principal. It is important that students understand the necessity of attending all classes regularly and punctually, and that they come with all necessary learning materials. These expectations apply to in-person or online learning. For 1 to 1 tuition students must give at least 24 hours notice if they are not going to attend a session, otherwise they will still be liable for the session fee as we will still pay the tutor for their time. There can be no exceptions to this

#### Method of tuition

All tuition will take place at the college premises (see address above), or online if this provision is available. Students are asked to provide as much detail relevant to their aims as possible, so that individual learning plans can be produced which will be of maximum benefit to each individual student.

#### 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 therefore 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 any 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.

## Payment terms

Payment can be made by bank card or cash, and must either be made at the commencement of each month, half-term or term period, or by a single payment for the entire duration. Under no conditions will tuition be given without payment. Payment by cheque must be made at least 5 working days before the course start date. Payment of 1 to 1 tuition must be paid in advance by 4 week instalments, to ensure continuity and stability for the tutors.

## Access arrangements and learning difficulties

Students must make the college aware of any disability that might affect their learning at the time of enrolment. If access arrangements have been given to a student before, there is no automatic right for these arrangements to be continued, and students may need to have a retest from an educational psychologist before the exam board can approve access arrangements. For more information please see the relevant section of the <a href="JCQ">JCQ</a> website.

#### Variation of fees and services

Fees may be changed and the services offered added to or withdrawn at any time due to particular circumstances. However, fees will not be varied during an academic year. We reserve the right to change 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 to its students property, whilst on or outside its premises (see address above) 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 (in common with other educational institutions) is not able to guarantee any particular examination results.

#### Cancellation policy

Payment of the course fee 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 cannot be found in a reasonable time period, or alternative arrangements cannot be put in place in a reasonable time so that students are unable to complete their course. Students who decide not to continue their course before the normal end date (through no fault of the college) must give at least one terms notice, and will only be eligible for a refund or part refund of fees for the time remaining beyond the period of the one terms notice. Students must still pay tuition fees for 1 term after the date of notice being given (or for the remainder of the course, whichever is shorter). This is to protect the tutors fee, which we pay to them for their services. For 1 to 1 tuition, students must give 4 weeks notice of termination, and are liable for fee payments up to the end of this notice period. This is to ensure stability and fairness for tutors.

## 1 to 1 and group Tuition provided by tutors / teachers

## **Terms and Conditions (tutors)**

## 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 for a group session, but should wait for a reasonable time for 1 to 1 tuition in case the student has been held up (we suggest no more than 20 minutes). If a student is late, tutors are not under any obligation to make up the time lost (although they can if they wish and are able to). 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 notice of this before the lesson start time. It is important that tutors understand the necessity of arriving for each lesson properly prepared to teach or tutor.

## **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..

## Particular difficulties

We ask that tutors 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 or tutoring has taken place. Such teaching must be at the college premises (see the address above) 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 that agreed before commencement of the course or tutoring. 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 (see address above) 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 4 weeks must be given by the student, and The College will also give the tutor 4 weeks notice. Payments for tuition will cease at the end of the notice period. If a student suddenly decides to cease their tuition we still require them to give us the notice period mentioned above, and we will pay the tutor for this period. The College does not enter into fixed term contracts, outside of this agreement.

## Short or evening courses

Students are expected to pay the course fee before commencement of the course. Refunds can only be made under exceptional circumstances, and students should contact the college principal to discuss this. Students should make all reasonable effort to inform the college if they are not able to attend a particular session - thank you.

Last revised Nov 2022 - these Terms and Conditions are valid until further notice