



Terms and Conditions

For online tutoring
Last updated 25/09/2024

By booking and paying for the services Bespoke Education Tutoring provides, I confirm I have read, accepted and will comply with these terms and conditions in full.

By booking online tuition, I confirm I have a reliable internet connection. I confirm that I have the necessary hardware required in full working order and that all software required is the most up-to-date version and is installed and working. I confirm my child has the basic computer skills necessary to take part in the tuition sessions.

The hardware required is a working personal laptop, computer or Ipad.
The software required is Zoom.
Other materials required are whiteboard and pen, a pencil / pen and paper.

Services provided

The services we provide are limited to the duration of the tutoring session(s) listed above.

Further services we offer can include but are not limited to these:

- Liaising with other educational professionals or schools
- Writing reports or letters of recommendation
- Setting extra homework / creating personalised learning plans
- Marking homework

Please get in touch with us at bespokeeducationtutoring@gmail.com to ask about the extra services we provide beyond tutoring and our availability and rates for these services.

Cancellation policy for individual tutoring sessions

Our cancellation policy is strict and we do not issue refunds. Instead, you will be offered an alternative session to make up for a maximum of 1 missed session per month. For more than 1 missed sessions a month we will, at our discretion, offer alternative sessions to make up for those that were missed.



To **cancel a tuition session**, please email bespokeeducationtutoring@gmail.com – you do not need to give a reason, although please do so if you wish.

Cancellation by email is the only accepted way to cancel. Phone calls, text messages or any other form of communication **cannot** be accepted as formal cancellation of the session.

Any internet, power, hardware or software failure outside of anyone's control (tutor or student), including at any point whilst a session is taking place, cannot be accepted as reasons to give credits or refunds for tuition in addition to the policy below.

Please be aware: children will not be admitted into unpaid sessions. It is the responsibility of the booking adult to make sure sessions are paid in advance.

If you need to cancel a tutoring session

If the paying adult gives **less than 24 hours' notice, or no notice at all** – including failure to join the session (a "no-show") for whatever reason – the tutoring session will be charged at full price and no lesson credit or refund will be given.

If the paying adult gives **more than 24 hours' notice**, (up to 1 per month may be cancelled) a lesson credit will be given. For more than 1 session that is cancelled per month, we will, at our discretion, offer an alternative session.

If the tutor has to cancel a tutoring session

We will try to let you know with as much notice as possible, but if something happens at very short notice resulting in us cancelling, we cannot guarantee the cancellation notice period. If we have to cancel, we will offer you an alternative tutoring session. No refunds will be given.

Cancelling the tutoring contract completely

If you wish to cancel the tutoring contract, you may cancel at any time in the current paid period so the contract does not renew for another 4-week period. You do not need to provide a reason for cancelling, although providing one will support improvements to the services. Please send an email to bespokeeducationtutoring@gmail.com to cancel your contract. **Cancellation by email is the only accepted way to cancel.** Phone calls or text messages or any other form of communication **cannot** be accepted as formal cancellation of the contract. If you cancel and your child is unable to join the remaining paid tutoring sessions, no lesson



credits or refunds will be given. If you have set up automatic payments, it is your responsibility to cancel them.

In the case of adverse or extreme circumstances, we, as the tutors, reserve the right to cancel the tutoring contract with immediate effect without a notice period and without giving a reason. Refunds or reimbursements of any kind for outstanding tutoring sessions are not guaranteed.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a 14-day cooling-off period with the right to change your mind and cancel this contract completely within 14 days of the start date. Please do that by emailing bespokeeducationtutoring@gmail.com. An email to this address is the only accepted way of cancelling.

Lateness

If the **student** is late to a tutoring session.

Group sessions: We will admit the student to group sessions up to 14 minutes after the start time of the tutoring session. Students who arrive at or after 15 minutes will not be admitted in order to avoid disruption to others. No lesson credits, makeup sessions or refunds will be given. Arriving later than 15 minutes to the lesson will be treated as an uncancelled lesson and charged in full.

If the student is late (arrives up to 14 minutes after the session has started), the tutoring session will be charged in full and no make session or partial lesson credit will be given. The session will not be extended beyond the regular finish time.

1:1 sessions: We will wait for 5 minutes after the start time of the lesson then send a reminder to join the session. We will then wait a further 10 minutes before cancelling the session if the student does not attend. If the student arrives late, the session will not extend beyond the regular finish time and will still be charged in full. No partial lesson credit will be given.

If the **tutor** is late to a tutoring session.

In the unlikely event that the tutor is late, we will inform you as soon as possible. We will credit you extra time added on to a session equating to the amount of minutes missed. No refunds will be given.



Obligations of the responsible adult during tutoring sessions

For safeguarding purposes, a responsible adult must be within sight and sound of the tutoring sessions at all times. The tutoring session **may not** be privately recorded and photographed. The responsible adult confirms that before each online tutoring session:

- The child will be able to work in a quiet place without interruptions for the duration of the session
- The child comes rested, settled and not hungry or thirsty to the tutoring session
- The child understands they may not drop in and out of the session and they have to stay for the whole session
- The child understands that they need to behave cooperatively and, in group sessions, not disrupt the learning of others. If the child behaves in a way that is not conducive to learning they may, in extreme circumstances, be removed from the session.
- The child has the required equipment requested by the tutor
- People other than the child will only join the tutoring session with the prior agreement of the tutor
- Equipment will be prepared and working before the session starts, including power supply, internet connection and software updates.

Progress updates

We will update you on your child's progress every 4-5 weeks by email with a small report based on the objectives of the National Curriculum. We will inform you if we feel we need to meet to discuss your child's progress. If you wish to arrange a meeting with us, please do so by contacting bespokeeducationtutoring@gmail.com. Please be aware we will not be available prior or following a tuition session for spontaneous meetings.

Safeguarding policy

Bespoke Education Tutoring take safeguarding very seriously.

The purpose of this policy is to confirm

- We are committed to protecting the children and young people, who receive our services, from harm
- We will respond to any allegations or any concerns relating to the welfare of the child or young person for whom we provide tutoring services



- Tutors hold a current, enhanced DBS check that is renewed annually. A copy is available upon request.
- We will never directly contact the child or young person outside of the tutoring session, and expect all communication to be via the parent / carer, including exclusively via the parent / carers email address and phone number.
- We undertake certified safeguarding training with a reputable provider (We use NSPCC training) at least every two years to keep up-to-date with safeguarding protocols and best practice.

If a student informs us that they or another child is being abused, we will:

- Show that we have heard what they are saying, and that we take their allegation seriously
- Encourage the child to talk, without prompting them or asking them leading questions. We will not interrupt when a child is recalling significant events and will not make a child repeat their account
- Reassure the child that they can tell us anything that is worrying them, but that we cannot promise not to tell anybody because some things have to be passed on in order to keep them safe
- Explain what actions we must take, in a way that is appropriate to the age and understanding of the child
- Record what we have been told, as soon as we can, using exact words where possible
- Make a note of the date, time, place and people who were present during the disclosure
- Contact the relevant local safeguarding authorities
- Contact the police if we are concerned the child is in immediate danger

It is not our responsibility to attempt to investigate any allegation.

General Data Protection Regulation (GDPR)

Bespoke Education Tutoring takes data protection very seriously and make it a top priority with reference to:

- The EU's General Data Protection Regulation (GDPR) which went into effect on May 25, 2018 and
- The UK General Data Protection Regulation (UK GDPR) which went into effect on January 1, 2021.

The information we will hold will be:

- Name and address of parents / carers
- Name and DOB of the child
- Email address of parent / carer
- Phone number of parent / carer



- SMS messages, direct messages, emails or any messages on other apps or platforms we choose to use
- Assessment information of the child
- Payment and billing information
- Documentation such as school reports, assessments, tests, other school communication or communication from relevant professionals connected to the child should the parent / carer wish to share

For safeguarding reasons, we do not hold contact details (phone numbers, email address etc) of the child or young person we tutor. All communication must be via the legally responsible adult (parent / carer).

We can confirm that the data you provide Bespoke Education Tutoring is held securely. The Google platform we use to store data is GDPR compliant. Any paper documentation is stored in a lockable cabinet. Your data will not be used for anything other than the functioning of the services we provide. We will never give or sell your data to any third parties. The only time we will share your information are:

1. To disclose information in the case of a safeguarding issue, or
2. Because you ask us and give us permission to share information with someone else, such as your child's school.

We hold your data until the tutoring contract finishes, when we will delete all electronic records and return any paper documentation to you. There are exceptions to this:

1. Any data relating to safeguarding, accidents or incidents which must be held until the child is 21 years and 3 months of age
2. Contracts, consent forms, information sheets, invoices and payments which must be held for 7 years.

We may ask you if you would like to opt in to receiving communication from us once the tutoring contract has finished.

Bespoke Education Tutoring is registered with the Information Commissioners Office, the UK's independent authority set up to uphold information rights in the public interest and to promote data privacy for individuals

Lucy Gledhill is the registered Data Protection Officer.

For all data protection matters, please contact bespokeeducationtutoring@gmail.com.



Disclaimer

We will work to the best of our abilities with your child to ensure their progress, but we cannot guarantee that they will pass any tests, exams or checks, formal or informal, or reach any levels of achievement that have been set, either formally or informally. Be assured that if, in our professional opinion, another kind of help alongside or in place of tutoring is in the best interests of your child, we will arrange a meeting with you to discuss.

If at any time you are dissatisfied with our service, please contact us so we can resolve the situation professionally and to your satisfaction.