



Principia Parva Tutoring
Bringing dead languages to life



Principia Parva Tutoring – Client Terms and Conditions

Definitions and Interpretation

Client:	The party requesting Tuition:
Tutor:	Sian Thomas
Student(s):	The party/parties receiving Tuition:
Lesson:	A period of time during which the Tutor promises to engage in Tuition for the Student(s), for which the Client promises to pay the Tutor
Tuition:	The service requested by the Client and supplied by the Tutor
Tuition Fee:	The amount charged for Tuition during one or more Lessons and agreed in advance between the Client and the Tutor
Child Protection and Safeguarding Policy	The Tutor's <i>Child Protection and Safeguarding Policy</i> , a copy of which will be provided to the Client and signed by the Tutor and Client if any Student is less than 18 years of age at the date of commencement of Tuition.
Teaching Privacy Notice	The Tutor's <i>Teaching Privacy Notice</i> , a copy of which has been provided to the Client.
Consent Form	The Tutor's <i>Consent Form</i> , a copy of which will be completed and signed by the Client if any Student is less than 18 years of age at the date of commencement of Tuition and is attending face-to-face lessons.

The Tutor and the Client agree to abide by the Terms and Conditions stated below.

1. Scheduling, Rearrangement and Cancellation of Lessons

- a) The time, date and duration of each Lesson will be agreed in advance between the Tutor and the Client.
- b) Lessons will take place regularly on the same day and at the same time on a weekly basis unless otherwise agreed between the Tutor and the Client.
- c) Before issuing an invoice, the Tutor will ask the Client to confirm the Student's/Students' availability on the dates and times of the Lessons to be invoiced. At this point the Client will advise the Tutor if the Student(s) is/are unable to attend on any of the usual Lesson days or times; any such Lessons will be cancelled without charge or, if the Tutor and Client so agree, will be rescheduled. Where there is more than one Student and not all are able to attend on a usual Lesson date, the Client will elect whether to book a Lesson on that date, but no reduction in Tuition Fee will be given in respect of non-attendance by one or more Student(s).
- d) Before issuing an invoice, the Tutor will advise the Client if she is unavailable on any of the Student's/Students' usual Lesson days or times; any such Lessons will be cancelled without charge or, if the Tutor and Client so agree, will be rescheduled.
- e) Tuition will not take place on UK bank holidays. If the Student's/Students' usual Lesson day falls on a UK bank holiday, the affected Lesson will either be cancelled without charge or, if the Client prefers and the Tutor agrees, rescheduled.
- f) If the Client or Tutor cancels a Lesson more than 24 hours before the Lesson is due to begin (or less than 24 hours in the event of an accident, illness or emergency), any Tuition Fee already paid for that Lesson will be applied against the cost of a subsequent Lesson unless an alternative agreement (such as rescheduling the Lesson) has been made between the Client and the Tutor.
- g) If the Client cancels a Lesson less than 24 hours before the Lesson is due to begin for a reason other than an accident, illness or emergency, then a cancellation fee of £10 will be deducted from any Tuition Fee already paid for that Lesson. The balance of the Tuition Fee for that Lesson will be applied against the cost of a subsequent Lesson.
- h) If the Tutor cancels a Lesson less than 24 hours before the Lesson is due to begin for a reason other than an accident, illness or emergency, then the Client will elect either that the Tuition Fee for that Lesson be refunded to the Client or that it be applied against the cost of a subsequent Lesson. In addition, the Client will receive a credit of £10 to be applied against the cost of a subsequent Lesson.

2. Non-attendance, Lateness and Technical Difficulties

- a) Each booked Lesson will go ahead provided that the Tutor and at least one Student is in attendance. No reduction in Tuition Fee will be given if a Lesson goes ahead but one or more Students fails to attend.

- b) If no prior notice has been given to cancel a Lesson and no Student joins that Lesson within the first 15 minutes after the planned Lesson start time, then, unless Clause 2(c) applies, the Lesson will be deemed cancelled without notice and the Tuition Fee for that Lesson will not be reimbursed.
- c) If no prior notice has been given to cancel a Lesson and no Student joins that Lesson within the first 15 minutes after the planned Lesson start time, but the Client or Student(s) communicate to the Tutor (for example, by telephone or email) within 15 minutes after the planned Lesson start time that the Student(s) are unable to attend due to technical difficulties such as internet outage, online service failure or hardware problems, then the Lesson will be rescheduled without charge, or if this is not convenient to all parties, the Client will elect either that the Tuition Fee for that Lesson be applied against the cost of a future Lesson or that it be reimbursed to the Client.
- d) If no prior notice has been given to cancel a Lesson and the Tutor does not join that Lesson within the first 15 minutes after the planned Lesson start time, then unless Clause 2(e) applies, the Lesson will be deemed cancelled without notice and the Client will elect either that the Tuition Fee for that Lesson be applied against the cost of a future Lesson or that it be reimbursed to the Client. In addition, the Client will receive a credit of £10 to be applied against the cost of a subsequent Lesson.
- e) If no prior notice has been given to cancel a Lesson and the Tutor does not join that Lesson within the first 15 minutes after the planned Lesson start time, but the Tutor communicates to the Student(s) (for example, by telephone or email) within 15 minutes after the planned Lesson start time that she is unable to attend due to technical difficulties such as internet outage, online service failure or hardware problems, then the Lesson will be rescheduled without charge, or if this is not convenient to all parties, the Client will elect either that the Tuition Fee for that Lesson be applied against the cost of a future Lesson or that it be reimbursed to the Client.
- f) If a Lesson has started but cannot continue due to technical difficulties affecting the Tutor or Student(s), such as internet outage, online service failure or hardware problems, any remaining part of the Lesson will be rescheduled without charge, or if this is not convenient to all parties, the Client will elect either that the Tuition Fee for that part of the Lesson be applied against the cost of a future Lesson or that it be reimbursed to the Client.

3. Invoicing and Payment

Lessons will be invoiced and paid for in advance. The Tutor will invoice the Client in advance for one or more Lessons as agreed between the Tutor and the Client. The Client will pay the full amount of the invoice on or before the due date on the invoice.

4. Safeguarding

- a) If any Student(s) is/are under the age of 18, the Client confirms that the Client is the legal guardian of that/those Student(s) and consents to the Tutor working with the Student(s) alone. The Client has read and agreed to the Child Protection and Safeguarding Policy. Where appropriate, the Client has completed and signed the Consent Form. If any of the details given on the Consent Form change, the Client undertakes to inform the Tutor as soon as possible.
- b) Where Lessons take place online, if any Student(s) is/are a person under the age of 18, the Client gives permission for all Lessons to be recorded and stored for a reasonable period not exceeding one year, as detailed in the Child Protection and Safeguarding Policy and the Teaching Privacy Notice.
- c) Where Lessons take place online, the Client undertakes to ensure that the Student(s) attend(s) Lessons from an appropriate, quiet study place (not a bedroom). If any Student is a person under the age of 18, the Client undertakes to ensure that the Client (or a responsible adult nominated by the Client) is available and within earshot of the Lesson at all times.
- d) Where face-to-face Lessons take place at the Client's/ Student's/ Students' home, if any Student is a person under the age of 18, the Client undertakes to ensure that the Client (or a responsible adult nominated by the Client) is always available and within earshot of the Lesson. The Client undertakes to provide a suitable, quiet and appropriate study place for the Lesson (not a bedroom).
- e) Where face-to-face Lessons take place in a location other than the Client's/ Student's/ Students' home, if any Student is a person under the age of 18, this location will be agreed in advance between the Tutor and the Client and recorded on the Consent Form. The Client is invited and encouraged to attend such Lessons or to remain nearby and within earshot of Lessons, for example, in an adjacent room.

5. Recording of Lessons and Use of Educational Materials

- a) Save where Lessons are recorded in accordance with Clause 4(b), the Tutor and Client agree that they shall not (and the Client agrees that they shall be responsible for ensuring that the Student(s) do not) take any photographs, screenshots or other images or make any audio, video or other recording of any Lesson or part of a Lesson unless the Tutor, Client and all Student(s) have explicitly agreed, in advance and in writing, to the making of the recording or taking of the image.
- b) The Tutor and Client agree that recordings of Lessons made as provided in Clause 4(b) shall only be used as set out in the Child Protection and Safeguarding Policy. The Tutor and Client further agree that any other recordings or images of Lessons shall only be used for purpose(s) explicitly agreed in writing between all parties (e.g. private study). In particular, the Tutor and the Client agree that unless they have the explicit written agreement, in advance, of the Tutor, Client and all Student(s), they shall not (and the

Client agrees that they shall be responsible for ensuring that the Student(s) do not) share or distribute any such recordings or images of Lessons to third parties or publish them in any form or media, including but not limited to sharing or posting recordings or images online, for example, on websites or social media.

- c) From time to time the Tutor may send to the Client/Student(s) materials of which she is the creator, for example, PowerPoint presentations, lecture handouts, activity sheets and interactive learning resources. The Tutor retains the copyright in these materials, which she provides to the Client/ Student(s) for their own personal, non-commercial private study only. The Client agrees that they shall not (and that they shall be responsible for ensuring that the Student(s) do not) share such materials with third parties or distribute or publish such materials in any form or media, including but not limited to sharing or posting materials online, for example, on websites or social media.

6. Duration

This agreement will be terminated with immediate effect EITHER when either the Tutor or the Client gives notice to the other in writing (physical and/or email) that they wish to discontinue Lessons OR (if sooner) on the expiry of an uninterrupted period of 12 months following the last scheduled Lesson. On termination, any Lessons that have been booked but have not yet taken place will be deemed cancelled with immediate effect and the Tutor will reimburse to the Client any unused Tuition Fees (less any applicable bank transfer fees) provided that the Client communicates to the Tutor details of a bank account to which the reimbursement can be made. Notwithstanding the termination of this agreement, the following clauses shall remain in effect and survive such termination: Clause 4(b); Clause 5; Clause 7. These clauses shall remain in force for such a period as may be required to give them full effect.

7. Governing Law and Jurisdiction

This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed.....

Client (print name:)

Date.....

Signed.....

Tutor (Sian Thomas)

Date: