



## IASPIRE BOOKING TERMS AND CONDITIONS

### **BACKGROUND:**

These Terms and Conditions define the partnership entered into by Learning Academies and the Referring Body to the iAchieve Tuition Programme.

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Agreement</b>	Means this contract into which You and We enter following your acceptance of these Terms and Conditions at the time of booking.
<b>Agreed Times</b>	Means the dates and hours set out in your iAspire Programme Plan, See Schedule 1 below.
<b>Referral Form</b>	Means the form you submitted to us at the time of your initial enquiry.
<b>Tuition Provider</b>	Means Learning Academies who will be providing the tuition.
<b>Student</b>	Means Your Student, whose details will be set out on the Referral Form, for whom We will provide Tuition.
<b>Tuition Services</b>	Means the Tuition Services We will provide as specified in the Agreement.
<b>Consumer</b>	Means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means the adult booking the extra tuition on behalf of the student.
<b>Fees</b>	Means the fees You are to pay for the Tuition services as specified in Schedule One.
<b>Assessment Fee</b>	Means the one-off sum specified in Schedule One below, which You must pay to Us when entering into the Agreement. The Assessment Fee covers the initial Assessment Meeting.
<b>Start Date</b>	Means the date You and We agree on for Us to start providing the Tuition services as specified in Schedule 1 below.
<b>We/Us/Our</b>	Means the Tuition Provider and includes all employees, agents and sub-contractors of the Tuition Provider.
<b>You/Your</b>	Means the organisation, individual or authority who is a client of the Tuition Provider.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 Words signifying the singular number will include the plural and vice versa, similarly references to any gender will include the other gender.

### **2. Information about Us**

2.1 We are a Ltd Company registered with Companies House as Learning Academies Ltd. We are registered in England under Company Registration Number 6206322. Our VAT number is 174498369.

2.2 Our registered office is at Academy House, 39 Hazel Close, Thorrington, Essex, CO78HJ.

### **3. Communication and Contact Details**

3.1 You may contact Us by telephone at 0845 463 1342 or by email at [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk) or by letter addressed to the Education Director, (address as per 2.2) or in person, by appointment.

3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods: email at [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk) or post, with proof of posting, at our registered address.

### **4. Referrals**

4.1 When We receive a Referral Form We consider all the information provided and confirm, within 48 hours, will offer an Assessment

Meeting if we feel there is potential for us to help. During that period, We may ask You to provide additional information to clarify or support your referral. Acceptance of your referral will be at Our sole discretion. We reserve the right to reject a Referral Form if we feel unable to support a particular student.

4.2 Acceptance on a Learning Academies iAspire Programme is only possible following full agreement to the Terms and Conditions of this document.

4.3 If We are able to offer Tuition to your student we will send You an Acceptance Letter by email along with this document. Your Terms and Conditions provide confirmation of your start date and the agreed schedule of tuition. See Schedule 1 below. Completion of your Referral Form and subsequent signing of your Acceptance Letter creates a binding contract between You and Us for the provision of Tuition services as per this agreement.

## 5. *Assessment Fee*

5.1 Having reviewed your Referral Form we will have written back to confirm whether or not we were able to offer your student an Assessment Meeting. In agreeing to your Assessment Meeting you agree to pay a non-refundable Assessment Fee. This fee enables our Education Director to Chair and attend a meeting between You, the student and their family where appropriate.

5.2 An Assessment Meeting offers no guarantee of a place being offered on the iAspire Programme.

5.3 Following the Assessment Meeting, You will receive a brief Assessment Report that will pull together the opinions and perceptions of those in attendance and, wherever possible, will offer a proposed plan of Action. Where there is no student or family engagement, or where the safety of the student or Our tutors may be in question, a placement on the iAspire Programme will not be offered.

5.4 You will be invoiced for your Assessment Meeting within 14 (working days). This invoice must be paid within 30 days.

5.5 If You choose not to place Your Student with Us after the payment of an Assessment Fee, We will be entitled to retain all of this fee in order to reflect any net financial loss that We suffer as a result of Your decision not to pursue our partnership.

## 6. *Fees and Payment*

6.1 The Fees relating to the iAspire Programme are set out in Schedule 1 below. These include the cost of the initial Assessment Meeting, the ongoing hourly cost of Tuition (minimum of two hours at any one time), associated travel costs (where applicable) and venue hire arrangements.

6.2 We may review and make reasonable alterations to the Fees from time to time. You will always be notified of any such changes with an option to continue or cease your partnership.

6.3 Fees are payable monthly in advance upon receipt of an invoice that will be sent from Learning Academies Ltd directly to yourself or your nominated finance team. Payment is via BACS with VAT, where applicable, being clearly showed. Invoices must be paid within 30 days.

6.4 No refunds are given for 'no shows' or where a session is cancelled. However, wherever possible, if a session is cancelled with more than 48 hours notice, then we will endeavour to rearrange at a mutually convenient time.

6.5 If, in the rare circumstance, that We have to cancel a tuition service due to illness we will notify you and the Student at the earliest opportunity. Wherever possible we will offer an alternative tutor. If this is not possible, or appropriate for the student, then there will be no charge for the session cancellation. Any payments made will be refunded within 30 days.

6.6 Learning Academies is committed to working in partnerships with all agencies but If any sums remain unpaid following the expiry of the time period set out in sub-Clause 6.3, We reserve the right to suspend provision of the Tuition services until all overdue sums are received in full.

6.7 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is on-going and we will not suspend provision of the Tuition services.

## 7. *Extra Tuition – Our Obligations.*

7.1 We will provide the Tuition services to the best of Our ability, offering high standards of education, care and diligence. All Tutors are highly experienced and hold a clear Enhanced DBS Check. All tutors hold valid Safeguarding Qualifications at a minimum of Level 2.

7.2 We will focus on the areas of study agreed in Schedule 1 below. Your Student's area of study can be amended at any time you wish. Please notify Us of any required changes in writing (by email to [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk)).

7.3 Where appropriate, Learning Academies will contact any current teachers to identify specific school targets and areas for support. You should notify Us of any such individuals as early as possible so we can ensure their feedback is sought and integrated into the students Learning Programme.

7.4 We will provide Tuition services from the Start Date below and will continue to provide the Tuition services until You or we terminate the Agreement in accordance with these Terms and Conditions.

7.5 If We wish to make any changes to the Tuition services including, but not limited to, the Agreed Times, We will provide You with at least a week's written notice of the proposed changes. If You are unable or unwilling to accept such changes, You may terminate the Agreement under sub-Clause 11.2.

7.6 We expect positive behaviour at all times from our students and adhere to a clear Behaviour Policy. If You know that the Student has any behavioural difficulties, You must inform Us on the Referral Form or, if such difficulties are not known at the time of applying, as soon as reasonably possible after becoming aware. A copy of our Behaviour Policy is available upon request. We reserve the right to terminate our partnership if it is felt that the safeguarding of the student or our tutors is at all compromised.

7.7 In the case of student illness or injury, Learning Academies will act in the best interest of Your Student and will administer appropriate care as required. Should care require more than basic first aid then the main carer/emergency contact will be notified and emergency services called. We will contact you and/or your alternative emergency contact if one has been given. If you are unable to be contacted we reserve the right to administer first aid in whichever way we deem to be in the best interest of your student.

7.8 If You wish to make any changes to the Tuition services including, but not limited to, the Agreed Times/Days of study, You should request such changes in writing/email. We will use reasonable endeavours to accommodate all such changes, but cannot guarantee that all such changes will be possible.

7.9 Any changes made to the Tuition services under sub-Clauses 7.7 may result in an increase or decrease in Fees.

## 8. *Your Obligations (including procedures for absence).*

8.1 You must provide all information reasonably required and requested by the Tuition Provider (including, but not limited to, the information required in the Referral Form) promptly and must ensure that the information is accurate and up-to-date. Please notify us in writing, ideally by email, if there are any changes to the details given. If you do not receive confirmation of receipt from our team please call or contact again to make sure your change reached us safely.

8.2 If your student is unable to attend a session, we request that you or they inform us by phone or email at the earliest opportunity so we can notify the tutor. Whilst refunds cannot be given we will, if absence notification is received before 9am on the day of tuition, endeavour to offer you an alternative, mutually convenient catch up session. Where tuition begins at 9am, notification of absence must be received by 8am to enable the session to be 'banked'. (Please leave a message on 0845 463 1342. Or email [info@learningacademies.co.uk](mailto:info@learningacademies.co.uk)).

8.3 You must ensure that safe drop off and collection of your Student has been arranged. Learning Academies cannot be responsible for the travel to or from a tuition session.

8.4 Students will not be allowed to leave our care unless their expected adult is able to receive them. We recognise that this will not always be the parent but require all parents to ensure that their student knows who is picking them up. If a student is to go home alone this must be confirmed with us in writing. If there is a person/family member who your student is NOT allowed to go home with you must notify us in writing of this so we can ensure your student is always safe. Arrival and Departure arrangements are details in the Student Profile.

8.5 If You have holiday or other planned absences that will affect your iAspire Tuition, please inform Us in writing as soon as possible. Whilst refunds for absence cannot be given we will always endeavour to offer alternative sessions and/or double sessions to ensure you do not miss the time charged for.

8.6 The Referring Body/Parent/Client is not permitted to make private arrangements for tuition with a Tutor introduced by Learning Academies, unless this has been agreed by Learning Academies. Should an organisation breach this obligation, they will be liable to account to LA for all sums paid to the Tutor without deduction and LA shall be entitled to obtain an injunction against such organisation to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

8.7 Where the iAspire Tuition Programme is delivered in the home, it is essential that a parent/guardian is on the premises at all times and that We are notified of any known risks associated with the home and/or the individuals associated with the family – including the student.

8.8 You, or the Student's host school, will provide Curriculum Plans and targets for each student accepted on the iAspire Programme along with any specific resources required to enable effective tuition to be delivered. If you wish for Learning Academies to provide resources then the items required and associated costs are listed in Schedule 1 below.

## 9. *Complaints and Feedback*

9.1 At Learning Academies we operate an 'open communication' policy and always welcome feedback from Our customers.

9.2 Any complaints will be handled in accordance with Our Grievance Policy. Copy available upon request.

## 10. *Cancellation of Agreement During the Cooling Off Period*

10.1 As agreement to these Terms and Conditions is not completed "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date or your first tuition session, whichever is the sooner.

10.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately in writing.

10.3 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in advance, in respect of the your tutoring. Assessment Fees are however, non refundable once work on the induction of students has begun. See 10.5.

10.4 If the Start Date falls within the 14 day cooling off period the following applies:

10.4.1 If You cancel the Agreement after provision of the Tuition services has begun You will be required to pay for the Tuition services supplied up until the point at which You inform Us of Your wish to cancel;

10.4.2 The amount due will be a fair proportion of the Fees. Any sums that have already been paid for the Tuition services will be refunded subject to deductions calculated on this basis;

10.5 Clause 11 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

## 11. *Termination*

11.1 In addition to Your rights in Clause 10 relating to the cooling off period, You may terminate your Agreement at any time by giving Us at least one month's written notice.

11.2 You may terminate the Agreement with immediate effect by giving Us written notice if:

11.2.1 We have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of You asking Us in writing to do so;

11.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

- 11.2.3 We are unable to provide the Tuition services due to an event beyond Our reasonable control (see Clause 13);
- 11.2.4 We wish to change these Terms and Conditions to Your material disadvantage.
- 11.3 We may, before the Start Date, terminate the Agreement with immediate effect by giving You written notice if unavailability of required personnel or any event described in Clause 13 occurs that makes it likely that We will be unable to provide the Tuition services from the Start Date. If such termination is necessary, We will inform You as soon as is reasonably possible after We become aware of any need to terminate under this sub-Clause 11.3.
- 11.4 After the Start Date, We may terminate the Agreement at any time by giving You at least one weeks written notice.
- 11.5 We may terminate the Agreement with immediate effect by giving You written notice if:
  - 11.5.1 You fail to make a payment for a period of two months as detailed in Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.13);
  - 11.5.2 You have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of Us asking You in writing to do so; or
  - 11.5.3 We have been unable to provide the Tuition services for more than two weeks due to an event beyond Our reasonable control where that termination is permitted by Clause 13.2.4.

## 12. *Effects of Termination*

- 12.1 If the Agreement is terminated for any reason the provisions of this Clause 12 will apply.
- 12.2 If at the termination date (one month from notice to leave):
  - 12.2.1 You have made any payment to Us for any Tuition services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 30 calendar days of the termination date;
  - 12.2.2 We have provided Tuition services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.
- 12.3 Any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 12.4 Termination will not remove or reduce any right to damages or other remedy that either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## 13. *Events Beyond Our Reasonable Control (Force Majeure)*

- 13.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 13.2.1 We will inform You as soon as is reasonably possible;
  - 13.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
  - 13.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Tuition services as necessary;
  - 13.2.4 If, for a reason, outside of Our control, a session has to be cancelled We will provide an alternative session date. Where that is not possible a refund for the missed session will be offered.

## 14. *Liability*

- 14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 14.2 We will maintain suitable and valid insurance covering all relevant aspects of the Tuition services.
- 14.3 We provide Tuition services to the very best our ability. However, we can not be held accountable/responsible/liable for the academic success or lack thereof demonstrated by the student. We will always do all we can to raise attainment and improve ability but can offer no guarantee thereto.
- 14.4 We are not liable for any loss or damage to any personal property that You or your Student may bring onto the Tuition Provider's premises.
- 14.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 14.6 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

**15.** *How We Use Your Personal Information (Data Protection)*

- 15.1 We treat all information provided by our clients as confidential with a few exceptions e.g. information requested by a court.
- 15.2 All personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and the GDPR Regulations 2018 and Your rights under that Act.
- 15.3 In the case of the iAspire Tuition Programme we will collect only information that is directly relevant to the effective delivery of your Tuition Service. Referral Forms enable us to capture key details relating to the Student. If these are sent via email they should be encrypted. Alternatively, Referral Forms can be sent to Head Office via Survey Monkey. Authentication is via a unique username and password that must meet SM's minimum complexity requirements. All passwords are stored in encrypted format. Full details on Survey Monkey's Privacy Statement can be accessed <https://www.surveymonkey.com/mp/policy/privacy-policy/>
- 15.4 We will not pass on Your personal information to any other third parties without first obtaining Your express permission. This does not include tutors working for or on behalf of Learning Academies who will have only restricted, essential access to Your details and those of the student in order to ensure the safe and effective delivery of the iAspire Programme.
- 15.5 We may use photographs/quotes of/from students in advertising media including our website, social media and marketing materials only where express permission has been given in writing.
- 15.6 We recognise and acknowledge your right to 'be forgotten' and will not keep details relating to your student once they have left the iAspire programme. All data relating to your student's attendance and achievement will be removed once your Learning Academies financial account has been successfully closed.

**16.** *Other Important Terms.*

- 16.1 We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 16.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 16.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 16.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 16.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 16.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 16.7 All materials we create in-house are copyright. You agree that you will not publish or distribute any portion of any materials without prior written permission from us.

**17.** *Law and Jurisdiction*

- 17.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 17.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.

