



Total Tutoring Ltd. - Terms and Conditions

1. Introduction and Definitions

These Terms and Conditions form a legally binding agreement between you (the Parent/Guardian, referred to as "you") and Total Tutoring Ltd. (referred to as "Total Tutoring," "we," "us," or "our"). By enrolling your child in our services, you agree to these terms. This agreement is governed by and shall be interpreted in accordance with the laws of **England and Wales**, and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

In these Terms and Conditions, the following terms have the meanings set out below:

- **"Total Tutoring Ltd."** ("Total Tutoring," "we," "us," "our") refers to the company providing tuition, courses, and related educational services.
- **"Parent/Guardian"** ("you") refers to the person responsible for enrolling a child in our services and agreeing to these terms.
- **"Pupil"** refers to the child receiving tuition or participating in courses.
- **"Tutored Hour"** means a teaching session lasting 55 minutes, with approximately 5 minutes allocated for settling pupils and handover to parents/carers.
- **"Study Coach"** refers to a non-qualified but experienced mentor providing educational support.
- **"Host's Environment"** refers to a designated space provided by a host for home education sessions.
- **"Registration Fee"** means a non-refundable one-time fee payable upon joining Total Tutoring Ltd.
- **"Course"** refers to a structured educational programme, such as the 11+ Course, which includes scheduled lessons, resources, and assessments.
- **"Cooling-Off Period"** refers to the 14-day period after booking during which you may cancel your enrollment and receive a refund, provided no services have been used.
- **"Half-Termly Payment"** refers to the requirement that fees are paid in advance for each half-term period.
- **"Notice Period"** refers to the required **10 days' notice** before the first working day of the new term or half-term for cancellation or withdrawal from services.
- **"Respectful Behaviours Policy"** refers to the guidelines that pupils, parents, and carers must follow to maintain a positive and safe learning environment.
- **"Infectious Illness"** means any illness that would prevent a pupil from attending school under public health guidelines, requiring them to stay home from in-person tuition.
- **"Intellectual Property"** refers to all teaching materials, lesson plans, and resources created by Total Tutoring Ltd., which may not be copied, shared, or distributed without permission.
- **"Force Majeure"** refers to unforeseen circumstances beyond our control (e.g., natural disasters, pandemics, severe weather) that may impact service delivery.

2. Services Provided

Total Tutoring Ltd. offers:

- **Tuition and Study Lessons** (Group and 1:1 tutoring)
- **Home Education in a Host's Environment**
- **Courses** (Commitment required for whole duration)

3. Tuition and Study Lessons

- Tuition is an ongoing commitment, with payments made half-termly in advance.
- Payments are due in advance of the half-term.
- Termination notice: 10 days before the first working day of the new term or half-term.
- Registration fee: £99 (payable upon joining, non-refundable).
- Fees:
 - From September 2024 to August 2025 £35 per "Tutored Hour" for group tuition and £65 per "Tutored Hour" for 1:1 tuition. Study Coaches (non-qualified but experienced mentors) are charged at £35 per "Tutored Hour" for 1:1 sessions.
 - From September 2025 £36 per "Tutored Hour" for group tuition and £72 per "Tutored Hour" for 1:1 tuition. Study Coaches (non-qualified but experienced mentors) are charged at £36 per "Tutored Hour" for 1:1 sessions.
- Books and other learning materials are invoiced separately and charged at RRP.

4. Home Education in a Host's Environment

- Sessions occur at a designated space within the host's location.
- Hosting Responsibilities: While tutors take care to prevent damage, Total Tutoring is not responsible for any damage to the host's property.
- Hosts are responsible for ensuring a safe environment for the pupils attending.
- Termination notice: 10 days before the first working day of the new term or half-term.
- **Fees and Absences:**
 - Parents share group tuition fees regardless of attendance.
 - If a child permanently withdraws, a minimum of half a term's written notice is required.
 - Remaining group members' fees will be adjusted proportionally.
 - Fees are reviewed annually, with changes taking effect in September (notified in June).
 - Payments are due in advance of the half-term.

5. Courses:

11+ Course

- The 11+ Course is a complete programme, with a 14-day cooling-off period after booking.
- Fees: £2,010 (excluding VAT).
- Payment plan:
 - £195 upon booking.
 - 11 monthly payments of £165 (Sept–July) via direct debit.
- No withdrawals permitted after the cooling-off period. Full course fees remain payable.
- The course includes 36 lessons, 2 mock tests, books, materials, structured homework, and support.

Summer School and or summer lessons:

- Summer School and summer lessons are stand alone courses non-refundable once the cooling-off period has ended.
- These are optional and incur an additional charge which can be added to your payment plan or paid for in full separately.

6. Fees, Payment Methods & Late Payments

- All fees are charged excluding VAT
- Fees are reviewed annually, with changes taking effect in September.
- Deposits and registration fees are non-refundable.
- Discounts and packages must be used within the stated period.
- The person making the booking is responsible for full payment, regardless of any private arrangements between parents or caregivers.

Accepted Payment Methods

We accept payment via the following methods:

- Bank transfer
- Direct debit
- Online payment

All lessons and courses must be paid for in advance once tuition has commenced.

Late Payments & Consequences of Non-Payment

- Payments must be made by the due date stated on your invoice.
- If payment is not received on time, the following process will apply:
 - **Stage 1:** A written reminder will be issued.
 - **Stage 2:** If payment is not received within **7 days** of the reminder, a **late payment fee of £15** will be added to the outstanding balance.
 - **Stage 3:** If payment remains unpaid **14 days after the due date**, tuition may be **suspended** until the outstanding balance is settled.
 - **Stage 4:** If payment is overdue by **30 days or more**, Total Tutoring Ltd. reserves the right to cancel tuition permanently, with all outstanding fees remaining payable.

Failed Direct Debits & Additional Charges

- If a direct debit payment fails, you will be notified and given **5 working days** to make an alternative payment.
- If a second payment attempt fails, an additional **administrative fee of £10** may be charged.

Collections & Legal Action

- If fees remain unpaid beyond **60 days**, we may refer the debt to a third-party collection agency or pursue legal action. Any costs incurred in recovering unpaid fees will be added to the outstanding balance.

7. Cooling-Off & Refund Policy

Cooling-Off Period

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your booking within **14 days** of entering into the contract without providing a reason. To exercise this right, you must notify us in writing within this period.

- If no services have been used, a full refund will be issued within **14 days** of cancellation confirmation.
- If lessons have already taken place within the cooling-off period, the cost of those lessons will be deducted from the refund amount.

General Refund Policy

Total Tutoring Ltd. operates a **no-refund policy** outside of the cooling-off period, except in the following circumstances:

- **Student Absence (e.g., illness, holidays, other commitments):** No refunds or credits will be issued. Parents remain responsible for the full payment of tuition fees, regardless of attendance.
- **Tutor Absence:** If a tutor is unable to deliver a scheduled session:
 - We will **offer an alternative tutor** where possible.
 - If rescheduling is required, we will attempt to arrange a **mutually suitable time**.
 - If an alternative tutor or rescheduled lesson is **not possible**, a refund or credit will be issued for the missed session.
- Tuition may be moved online occasionally for health or safety reasons.

- **Course Cancellations by Total Tutoring:** If we cancel a course or a significant portion of it due to unforeseen circumstances, we will provide a **full or pro-rata refund** for the affected sessions.

Force Majeure

Total Tutoring Ltd. is not liable for any failure or delay in performing our obligations due to events beyond our reasonable control, including but not limited to:

- Natural disasters (e.g., floods, fires, earthquakes)
- Pandemics, epidemics, or government-imposed restrictions
- Acts of war, terrorism, or civil unrest
- Strikes, labour disputes, or disruptions in transport or utilities
- Technical failures or cyberattacks affecting our ability to deliver online services

In such circumstances, we will make reasonable efforts to continue services where possible (e.g., moving tuition online). If this is not feasible, affected lessons may be rescheduled, credited, or refunded at our discretion.

8. Cancellations, Illness & Holiday Lessons

- Late arrivals will not be compensated. Tutors will wait a maximum of 15 minutes before assuming the pupil is not attending, unless they have received prior notice at least 24 hours before the lesson or have had active two-way communication with the parent confirming the pupil's attendance.
- Parents must collect children promptly; repeat late collections may incur additional charges which will be charged in blocks of 30 minutes at our 1 to 1 rate - children will not be taught for this time.
- Infectious illness: If your child is unwell or infectious, they should not attend tuition, they risk infecting others and not making progress which can affect their confidence. Online alternatives may be offered where the child is infectious but well enough to learn; as planning and resources will need to be adjusted please communicate with us at your earliest convenience to see if this is an option.

9. Behaviour, Safeguarding & Privacy

- Children must adhere to Total Tutoring's Respectful Behaviours Policy. Disruptive or inappropriate behaviour may result in withdrawal, and parents remain liable for the remainder of the half-term's fees.
- We uphold a respectful learning environment. Any threatening, aggressive, or disruptive behaviour by pupils, parents or carers may result in immediate termination of services, with fees remaining payable.
- Teaching staff are Enhanced DBS checked.
- Online tuition must take place in a suitable learning environment such as a family space (e.g., kitchen, lounge) with a door open; private areas like bedrooms are unsuitable.
- Children attending in person lessons must be capable of using toilet facilities independently or attend with a carer who will aid them. Tutors will not help children with their toilet needs.
- Safeguarding concerns will be reported as required by law.
- Personal data is used solely to provide our services and is never shared with third parties.
- Pupils are sometimes recorded for a variety of reasons including but not limited to: safeguarding, distribution to pupils and quality assurance; this can be for both in person and online lessons or courses. In addition, short clips of less than 2mins, stills and photos may be used for promotional purposes. If you do not wish for your child's image to be used, please inform us in writing.

10. Complaints and Dispute Resolution

We are very committed to resolving any concerns or disputes in a fair and timely manner. If you have a complaint, we encourage you to follow these steps:

1. **Informal Resolution** – In the first instance, please contact us at **Vicky@TotalTutoring.co.uk** to discuss your concern. We aim to acknowledge all complaints within **10 working days** and resolve them within **28 days** where possible.

2. **Mediation** – If an issue remains unresolved, we may suggest an independent mediation process to reach a fair resolution. The costs of mediation will be shared equally between both parties unless otherwise agreed.
3. **Legal Action** – If a dispute cannot be resolved through mediation, both parties retain the right to seek legal recourse. Any legal proceedings shall be governed by the laws of **England and Wales** and brought before the appropriate courts.

11. Limitation of Liability

- While we strive for academic progress, we do not guarantee specific outcomes.
- We are not liable for any direct or indirect loss or damage resulting from our services, except where such exclusion is prohibited by law (e.g., fraud, personal injury caused by negligence).

12. Intellectual Property

- All teaching materials, lesson plans or any other associated resources are copyrighted and may not be copied, shared, or distributed without written permission.

13. Confidentiality & Data Protection

- We respect your privacy and handle personal data in accordance with GDPR regulations.

14. Changes to Terms and Confirmation of Acceptance

- We may update these terms as needed. The latest version will always be available on our website.
- By booking a session, enrolling or purchasing from Total Tutoring, you confirm that you have read and accepted these Terms and Conditions.