



TERMS & CONDITIONS (TUITION)

Including Bookings, Payments, Cancellations and Refunds

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1. Introduction

These Terms and Conditions set out the agreement between The Maths Dr ("the Tutor") and the parent, carer or adult learner ("the Client") for the provision of tuition services.

By booking tuition with The Maths Dr, you confirm that you have read, understood and agree to these Terms and Conditions.

These Terms and Conditions are intended to ensure that tuition is delivered professionally, safely and consistently while clearly explaining the responsibilities of both the Tutor and the Client.

If you have any questions regarding these Terms and Conditions, please contact The Maths Dr before booking tuition.

2. Scope

These Terms and Conditions apply to all services provided by The Maths Dr, including:

- one-to-one tuition;
- online tuition;
- face-to-face tuition;
- diagnostic assessments;
- educational consultations;
- individual lesson bookings.

These Terms and Conditions apply whether tuition is arranged directly with a parent, carer or adult learner, or through a school, local authority or other commissioning organisation, unless separate contractual arrangements have been agreed in writing.

Where tuition is commissioned by another organisation, certain additional terms may also apply.

3. Booking Tuition

Lessons are booked individually, whether on an ad hoc basis or as part of an ongoing regular tuition arrangement.

Bookings are confirmed once they have been agreed by both parties.

The Maths Dr reserves the right to decline or discontinue tuition where it is not considered appropriate or where continuing tuition would present a safeguarding, professional or practical concern.

An initial discussion or consultation may take place before tuition begins to determine whether the service is suitable for the learner's needs.

3.1 Availability

Lesson availability is allocated on a first-come, first-served basis.

Regular weekly lesson times will normally be reserved for learners who continue tuition on an ongoing basis.

The Maths Dr cannot guarantee that a particular lesson time will remain available if tuition is paused or discontinued.

4. Fees and Payment

Current tuition fees are set out in Appendix A - Fee Schedule.

Unless otherwise agreed in writing:

- payment must be made before tuition takes place;
- invoices will normally be issued electronically;
- payment must be made using the agreed payment method;
- receipts can be provided on request.

The Maths Dr may suspend tuition where payment has not been received by the agreed date.

4.1 Individual Lesson Bookings

Individual lessons are charged at the standard lesson rate shown in Appendix A.

Payment is made separately for each lesson.

An individual lesson booking does not guarantee that the same lesson time will remain available for future bookings unless a regular weekly slot has been agreed.

4.2 Late Payments

Where payment is not received by the agreed date, The Maths Dr reserves the right to:

- postpone future lessons;
- suspend tuition until payment has been received;
- release the learner's regular lesson time;
- decline future bookings where payment difficulties continue.

Reasonable flexibility may be offered where payment difficulties are discussed in advance.

5. Discontinuing Tuition

Clients may discontinue tuition at any time by notifying The Maths Dr. There is no minimum commitment period.

Once tuition is discontinued, the Client will not be required to book or pay for any further lessons. Any lesson that has already been booked remains subject to the cancellation, missed lesson and refund provisions set out in these Terms and Conditions.

Where a regular weekly lesson time has been reserved, that lesson time may be released once the Client discontinues tuition. The Maths Dr cannot guarantee that the same lesson time will be available if the Client later wishes to resume tuition.

Any fees properly due for tuition already provided, or for a booked lesson that is chargeable under these Terms and Conditions, remain payable after tuition is discontinued.

The Maths Dr may also discontinue tuition where continuing tuition is not considered appropriate, including where there are safeguarding, professional, behavioural, payment or practical concerns. Where reasonably practicable, the Client will be informed of the decision and any outstanding booked lessons will be dealt with fairly in accordance with these Terms and Conditions.

6. Cancellations

The Maths Dr understands that unexpected situations occasionally arise. This policy aims to be fair to both the Tutor and the Client while recognising that lesson times are reserved exclusively for individual learners.

6.1 Cancellation by the Client

Lessons cancelled with at least 24 hours' notice will normally be rearranged where reasonably practicable.

Lessons cancelled with less than 24 hours' notice will normally be charged in full, as the reserved lesson time is unlikely to be filled at short notice.

Cancellation requests should be made as soon as possible by email, telephone or another agreed method of communication.

Repeated late cancellations may result in the regular lesson slot no longer being reserved.

6.2 Cancellation by the Tutor

If The Maths Dr needs to cancel a lesson due to illness, unforeseen circumstances or another unavoidable reason, the lesson will be rearranged at the earliest mutually convenient opportunity.

If rearrangement is not possible, the Client may choose between:

- a credit towards a future lesson; or
- a full refund for the cancelled lesson.

6.3 Exceptional Circumstances

The Maths Dr understands that genuine emergencies can occur.

Where cancellations arise due to exceptional circumstances, such as serious illness, family emergency or bereavement, the Tutor may choose to waive the normal cancellation policy at their discretion.

Each situation will be considered individually.

7. Refunds

Refunds will only be provided in the circumstances described within these Terms and Conditions or where required by law.

Refunds will normally be made using the original payment method.

No refund will normally be offered where:

- a lesson has taken place;
- the Client fails to attend a lesson;
- insufficient notice of cancellation has been given;
- the learner chooses not to continue tuition part-way through a booked lesson.

Where a lesson has been paid for in advance and is cancelled in circumstances where a refund is due under these Terms and Conditions, the appropriate refund will be provided.

Nothing within these Terms affects your statutory consumer rights.

8. Missed Lessons and Lateness

8.1 Learner lateness

If a learner arrives late, tuition will continue for the remaining scheduled lesson time where possible.

Lessons will normally finish at the agreed time to avoid disruption to subsequent bookings.

Additional time cannot normally be added to compensate for late arrival.

8.2 Tutor lateness

If the Tutor is delayed, every reasonable effort will be made to inform the Client as soon as possible.

Where practical, the lesson time will be extended to provide the full lesson duration.

If this is not possible, a suitable alternative arrangement will be agreed.

8.3 Non-attendance

If a learner fails to attend a lesson without prior notice:

- the Tutor will wait for an appropriate period;
- reasonable attempts may be made to contact the parent, carer or adult learner;
- the lesson will normally be treated as a late cancellation.

Repeated non-attendance may result in tuition being discontinued.

9. Online Tuition

Online tuition is delivered using agreed video conferencing platforms.

Clients are responsible for ensuring that learners have:

- a suitable internet connection;
- access to an appropriate device;
- a quiet learning environment;
- any necessary equipment required for the lesson.

Parents of younger learners should be aware that online tuition is taking place.

Lessons should be undertaken in an appropriate location within the home.

The Tutor cannot accept responsibility for technical difficulties beyond their reasonable control, although every effort will be made to rearrange lessons where significant technical problems prevent tuition from taking place.

Lessons must not be recorded without the prior agreement of all parties.

10. Face-to-Face Tuition

Face-to-face tuition may take place:

- in the learner's home;
- at an agreed educational setting;
- at another suitable venue agreed in advance.

The learning environment should be safe, appropriate and free from unnecessary disruption.

Parents or carers remain responsible for the supervision of children before and immediately after tuition.

The Tutor reserves the right to end or refuse a lesson where:

- the environment is considered unsafe;
- inappropriate behaviour occurs;
- safeguarding concerns arise;
- another person behaves in a threatening or abusive manner.

Where tuition cannot continue for safeguarding or safety reasons, the normal cancellation policy may not apply.

11. Parent and Learner Responsibilities

To help ensure that tuition is effective and runs smoothly, parents, carers and adult learners are expected to:

- provide accurate contact information;
- notify the Tutor of any relevant medical, educational or safeguarding information;
- ensure learners attend lessons punctually;
- provide a suitable learning environment;
- ensure appropriate behaviour during lessons;
- communicate any concerns promptly;
- ensure payment is made in accordance with these Terms and Conditions.

Learners are expected to:

- behave respectfully;
- participate positively;
- treat the Tutor and equipment with respect;
- complete agreed work where appropriate.

The Maths Dr reserves the right to discontinue tuition where behaviour repeatedly prevents effective teaching or places anyone at risk.

12. Professional Boundaries and Safeguarding

The Maths Dr is committed to maintaining appropriate professional boundaries at all times.

All tuition is delivered in accordance with The Maths Dr's Safeguarding and Child Protection Policy.

The Tutor will:

- maintain professional relationships with learners and families;
- communicate appropriately;
- respect confidentiality;
- report safeguarding concerns where necessary;
- comply with relevant safeguarding legislation and guidance.

Parents, carers and adult learners are expected to respect these professional boundaries.

Requests that conflict with safeguarding responsibilities or professional standards cannot be accommodated.

13. Intellectual Property

All teaching materials produced by or on behalf of The Maths Dr remain the intellectual property of The Maths Dr unless otherwise stated.

This includes, but is not limited to:

- lesson resources;
- worksheets;
- presentations;
- assessment materials;
- revision resources;
- written feedback;
- bespoke learning plans;
- digital resources.

These materials are provided solely for the personal educational use of the learner.

They must not be:

- copied for commercial purposes;
- shared with third parties;
- uploaded to websites or social media;
- reproduced, adapted or distributed without prior written permission.

Nothing in this section prevents learners from using the resources for their own personal study.

14. Limitation of Liability

The Maths Dr will exercise reasonable care, skill and professionalism in the delivery of all tuition services.

However, tuition is an educational support service and individual outcomes will vary depending on many factors, including attendance, effort, prior knowledge, independent study and circumstances beyond the Tutor's control.

For this reason, The Maths Dr cannot guarantee:

- examination grades;
- qualification outcomes;
- admission to schools, colleges or universities;
- specific assessment results;
- improvement by a particular amount;
- success in any examination or assessment.

Nothing in these Terms and Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

To the fullest extent permitted by law, The Maths Dr shall not be liable for indirect or consequential losses arising from the provision of tuition services.

15. Consumer Contracts (14-Day Cancellation Rights)

Where tuition is booked online, by telephone or away from the Tutor's business premises, you may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If these Regulations apply, you generally have the right to cancel your agreement within 14 days of entering into the contract without giving a reason.

However, if you request that tuition begins during this 14-day cancellation period, you expressly agree that:

- tuition may begin before the cancellation period has expired;
- you may lose your right to cancel once the agreed services have been fully provided;
- if you cancel after tuition has started, you may be required to pay for the tuition already provided before cancellation.

This statutory cancellation right is separate from the Client's ability under Section 5 to discontinue ongoing tuition at any time. Discontinuing tuition does not remove any payment obligation that has already arisen under these Terms and Conditions.

Where tuition is arranged by a school, local authority or another organisation, different contractual arrangements may apply.

Nothing in these Terms and Conditions affects your statutory consumer rights.

16. Changes to these Terms

The Maths Dr reserves the right to amend these Terms and Conditions where necessary.

Changes may be made to reflect:

- changes in legislation;
- improvements to the service;
- changes to tuition arrangements;
- updates to safeguarding or professional guidance;
- changes to fees or payment arrangements.

The most recent version of these Terms and Conditions will always be available on request and, where appropriate, published on The Maths Dr website.

Where significant changes are made to these Terms and Conditions, reasonable notice will normally be provided before the changes take effect.

17. Force Majeure

Neither The Maths Dr nor the Client shall be liable for any failure or delay in fulfilling their obligations under these Terms and Conditions where this results from circumstances beyond their reasonable control.

Examples of such circumstances include, but are not limited to:

- severe weather or flooding;
- fire or other damage to premises;
- power failures;
- internet or telecommunications outages;
- serious illness or medical emergencies;
- government restrictions or public health emergencies;
- industrial action;
- transport disruption;

- natural disasters; or
- any other unforeseen event that could not reasonably have been prevented.

Where such circumstances prevent a lesson from taking place, The Maths Dr will make every reasonable effort to:

- notify the Client as soon as practicable;
- rearrange the lesson at a mutually convenient time; or
- where rearrangement is not reasonably possible, offer a credit or refund where appropriate.

Nothing in this section affects either party's statutory rights.

18. Entire Agreement

These Terms and Conditions, together with any written booking confirmation, Privacy Notice, Complaints Policy and other policies referenced within this document, constitute the entire agreement between The Maths Dr and the Client in relation to the provision of tuition services.

Any variation to these Terms and Conditions must be agreed in writing by both parties.

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue to apply.

Agreement

By booking tuition with The Maths Dr, you confirm that you have read, understood and agree to these Terms and Conditions.

Where tuition is booked on behalf of a child or young person, the parent or person with parental responsibility confirms that they have the authority to enter into this agreement.

These Terms and Conditions take effect from the date that tuition is booked or otherwise agreed between the Client and The Maths Dr.

Appendix A - Fee Schedule

The fees below apply to tuition provided by The Maths Dr from the effective date of these Terms and Conditions.

Lesson Bookings

Service	Fee
Face-to-face tuition (individual lesson 1 hour duration)	£50 per lesson
Online lesson tuition (individual lesson 1 hour duration)	£45 per lesson

Payment for individual lesson bookings must be made before the lesson unless otherwise agreed in writing.

Included within Tuition Fees

Tuition fees include:

- Preparation and lesson planning
- Bespoke teaching resources where required
- Marking and lesson feedback where appropriate
- Reasonable communication with parents or adult learners regarding progress
- Ongoing lesson records

Additional Services

Additional services not included within standard tuition fees may be available by prior agreement.

These may include:

- Educational reports
- Attendance at school meetings
- Additional consultations
- Extended written feedback
- Bespoke assessment reports
- Travel outside the normal tuition area (where applicable)

Fees for additional services will be confirmed before any work is undertaken.

Fee Reviews

The Maths Dr reserves the right to review tuition fees periodically.

Where fees are increased, existing clients will normally receive reasonable written notice before the new fees take effect.

Appendix B - Cancellation Summary

The table below provides a summary of the cancellation arrangements. It should be read alongside Sections 5-8 of these Terms and Conditions.

Situation	Outcome
Client cancels 24 hours or more before the lesson	Lesson will normally be rearranged where reasonably practicable.
Client cancels less than 24 hours before the lesson	Full lesson fee normally payable.
Learner does not attend the lesson	Lesson treated as a late cancellation and normally charged in full.
Tutor cancels the lesson	Lesson rearranged or a credit/refund offered.
Client discontinues tuition	No further lessons need to be booked. Any lesson already booked remains subject to the cancellation and refund terms.
Lesson cannot take place due to exceptional circumstances	Each situation considered individually.
Technical problems prevent an online lesson from taking place	Every reasonable effort will be made to rearrange the lesson.
Severe weather or other Force Majeure event	Lesson rearranged where reasonably practicable or a credit/refund considered where appropriate.

Rearranged Lessons

Where a lesson is eligible for rearrangement:

- every reasonable effort will be made to find a mutually convenient alternative;
- rearranged lessons are subject to availability;
- rearranged lessons should normally be taken within a reasonable period where possible.

Exceptional Circumstances

The Maths Dr understands that unforeseen circumstances occasionally arise.

Where cancellations result from serious illness, bereavement or another significant emergency, the normal cancellation arrangements may be varied at the Tutor's discretion.

Need to Cancel?

Please notify The Maths Dr as soon as possible using the agreed contact method.

Early notice greatly increases the likelihood that a lesson can be rearranged.