



## TERMS AND CONDITIONS OF BUSINESS Online Language Tuition

### Terminology:

'The Teacher' is used to refer to the individual delivering the online lessons.

'The Student' is used to refer to the individual who is receiving the lessons.

### Course Length:

Prior to commencement of lessons the client agrees to a minimum number of hours. At the end of this period, the client may choose to continue or not.

Kwintessential cannot hold open blocks of bookings for unspecified periods. Blocks of lessons must be used up within a period in weeks equal to three times the number of lessons. Therefore a batch of five lessons must be used up within 15 weeks of payment.

### Fees:

All fees must be paid and cleared prior to the commencement of any lessons.

### Unacceptable Behaviour:

The following acts are examples of unacceptable behaviour and in the event of

such or similar behaviour occurring, the student may forfeit one or all of the lessons for which they have paid depending upon the circumstances:

The student shall not ask the teacher to mark, correct or alter in any way coursework or other work which will be submitted for marking where such marks shall count towards the final grade or award for that student.

The student shall not deliberately introduce or attempt to introduce electronic viruses into the teacher's computer.

The student shall not attempt to 'hack' the teacher's computer.

The student shall not divulge the teacher's email address or any supply personal information about the tutor to any third party.

The student shall not forward 'junk mail' nor any sexually, verbally or politically offensive or threatening material to the teacher

The student shall not allow other students to 'share' the lesson without prior notification.

The student shall not 'save' their correspondence to and from the tutor with a view to copying, showing or publishing such information in any way to any third parties other than the student's parents (where the student is a minor).

Copyright of the material provided by the tutor rests with the tutor at all times.

### Cancellation:

In the unlikely event that the tuition is cancelled by Kwintessential (for example where it has been unable to find a suitable teacher within a reasonable period of time) and where the student has not behaved in an unacceptable manner, the student shall be refunded in full, and without any deductions, for any outstanding lessons for which payment has been received and cleared.

In the event of cancellation by the student, cancellation must take place at least 48 hours before the next scheduled lesson or that lesson will be deemed to have taken place for the purposes of any refund.

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### Administration Fee:

There is no direct charge for our work in setting the booking up - the cost is covered by the reduction of the length of the introductory lesson to 30 minutes. This is a one-off payment.

### Complaints:

In the event of the student being dissatisfied with a teacher or our service, it is the student's responsibility to notify us.

This notification should take place as soon as possible after any incident or lesson to which the complaint refers. Complaints made after this time may not qualify for compensation particularly if the passage of time has rendered it practically impossible to establish the veracity of the complaint.

Where it has been established that the student has just cause for complaint against a particular teacher, 'compensation' would normally take the form of Kwintessential sourcing another teacher and providing a replacement lesson at no charge.

In certain circumstances, Kwintessential may agree or choose to make a refund of any outstanding lessons.

Where the complaint is against Kwintessential, any compensation will depend upon the circumstances and origin of that complaint. In any case it will be limited to the cost of one lesson which is the maximum liability Kwintessential will accept.

Your statutory rights as a consumer are unaffected.

### Responsibilities:

Kwintessential cannot be responsible for any failure brought about by third parties – i.e. loss of ISP, viruses, failure of networks etc and, provided neither party deliberately attempts to bring about such a situation, such events must be considered a natural risk inherent to the activity.

Tuition cannot guarantee a particular grade or level of performance, only the hard work and the ability of the student can.

Kwintessential, its teacher s and/or affiliates undertake not to give out any details of minors to third parties (other than the selected teacher) and is able to operate a password system with concerned parents .