

### **ELITE TUTORING TERMS OF USE**

Updated: May 2024

### Please read all these terms and conditions.

You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all these Terms and Conditions.

If you do not agree with all these Terms and Conditions for Service Use, then you are prohibited from using the Site and its tutoring Services as well as ordering merchandise Goods, and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

## Interpretation

**Tutee** means a student, learner or pupil of a tutor person who is taught or given guidance, support, advice, and subject instruction by a tutor in a learning environment.

**Contract** means the legally binding agreement between you and us for the supply of the Services;

**Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;

**Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

**Goods** means any goods that we supply to you with the Services or that you purchase as an enrolled Tutee of Elite Adult Education & Tutoring Institute, of the number and description as set out in the Order;

**Order** means the Tutee's order for the Services from the Supplier as submitted following the step-by-step process set out on the Website;

**Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

**Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;

**Website** means our website <a href="https://www.elitetutoring.co.uk">https://www.elitetutoring.co.uk</a> on which the Services are advertised and where direct purchase of services can be made.

**EC** means extenuating circumstances affecting your ability to attend classes on a regular basis during the academic term time/year.

**Academic Term** means the period of study a Tutee attends class sessions during a year. Usually, three terms in one academic year (Autumn, Spring, and Summer).

**Academic Year** means the whole period of study when Tutees attend class sessions online or in-person in one full year.

### What is Elite Tutoring?

Elite Tutoring (the Supplier, We or Us) also known as Elite Adult Education & Tutoring Institute (formerly The English Learners Language Institute) is an e-learning platform where you (the Tutee) can get help learning English as a second language. It has details of English programmes and Tutees are matched with qualified and suitable Tutors following an English assessment who might be able to assist you. You must decide if Elite Tutoring Institute is suitable for you. Elite Tutors sessions use online video-conferencing for Tutoring. We also hold limited face-to-face classroom sessions in Hampshire UK (United Kingdom).

## Who can use Elite Tutoring Institute

These Terms and Conditions will apply to the purchase of our tutoring service and associated merchandise goods by (Tutee or You). We have the main electronic mail address <a href="mailto:info@elitetutoring.co.uk">info@elitetutoring.co.uk</a>,

These are the terms on which we sell all Services to you. By ordering the Service, you agree to be bound by these Terms and Conditions. You can only purchase tutoring Services and merchandise Goods from the Website if you are eligible to enter a contract and are at least 18 years old. Merchandise Goods can only be purchased by past and existing Tutees (You).

You can use Elite Tutors if you are over eighteen (18) years of age, and you follow the rules for using Elite Tutoring. We may refuse your access to Elite Tutors or terminate your Elite Tutee (student) account for any reason and at any time. If we do, we will give you a refund for any outstanding sessions. If you have purchased a pack under the old purchase system, we will charge the price of a single session for any you have used before refunding.

### What equipment do you need to use Elite Tutoring?

You need a good internet connection with camera, microphone, and speaker. You can use a computer or Android device with Google Chrome.

### **Elite Tutoring service**

The description of the tutoring Service and any Goods is as set out on the Website, catalogues, brochures, or another form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.

In the case of our tutoring Service and any Goods bought and customized to your specific requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

All Services which appear on the Website are subject to availability.

We can make changes to the Services which are necessary to comply with any applicable law and safety requirement. We will notify you of these changes.

The supplemental policies set out below and indicated with an asterisk (\*), as well as any supplemental terms and conditions related to Use or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

We may update or change the Site from time to time to reflect changes to our services, products, fees, our users' needs, and/or our business priorities.

Our site is directed to people residing in the following continents: Asia, Africa, North America, South America, Europe, Australia, and Oceania. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such district or country.

The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services.

We reserve the right to update our tuition fee pricing, terms of use and English study offerings through our Service at any time. As the Tutee (You) agree to any class sessions not attended during the academic term which were available at the start of your term of study are not eligible for refund under any circumstances. For any non-attendance to class sessions that are supported by an extenuating circumstance submission subsequently approved by the EC panel may see your studies deferred to the next academic term if non-attendance is deemed lengthy and your attendance percentage is lower than expected.

## What about unused credits under the old system?

\*Under Elite Tutoring's old Service tuition fee model, any unused credits not used by the end date period will be deemed forfeited by the Tutee with no option to retrieve credits under any circumstances. We will always notify you of the end of your original calculated study term up to, but no more than two weeks before your lesson credits are due to expire. Should the available lesson credits not be used after we send out communications advising of their expiry.

A four-week grace period <u>has been removed</u> from the end of the pack expiry period. If (You) the Tutee still have not used all available credits in your purchased pack by the end of the period, your credits will have an expired status with no contest.

\*The credits will be deemed as forfeited by the student and no refunds issued in part or full will be actioned once the expiry of credits has taken effect including the four-week grace period.

Under this old system, monthly statements for lesson credit availability are sent at the end or within the first week of each new month. (You) the Tutee agree to have forfeited any unused tuition pack credits in accordance with the term of validity in which they must have been used.

## **Course or Subscription Cancellation**

Refund or waiver: Course or subscription fees will not be refunded or waived if:

- the student is absent through illness; or
- the student changes their mind and no longer wishes to continue studying after
   14 days of a course or a subscription pack having been started.
- for any reason other than exceptionally and at the sole discretion of the principal in a case of genuine hardship for which (supporting documentations is required to be submitted and stamped by a professional; or
- there is no legal liability under a court order or under the provisions of this
  agreement to make a refund. Refunds will be made only to the person who
  made the original booking and remitted only to the country from which the
  original payment was made.

### What if you change your mind?

We are happy to provide our Tutees with a full refund if they send a refund request to our administration team within 14 days of purchasing the course or session pack and:

- Have not used any token credits, or;
- For a first purchase or re-enrolment, have used no more than two token credits from a subscription pack or attended no more than two classes from their chosen course.

If you fit these criteria, and would like a refund, please contact us at <a href="mailto:admin@elitetutoring.co.uk">admin@elitetutoring.co.uk</a>.

### How do I pay for Tuition?

The fees (price charged) for our tutoring Service, the price of any Goods (if not included in the Fees) and any additional delivery or other charges that is set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for our Service may be calculated on a fixed price or on a standard frequency rate or term, or year basis.

Fees and charges include VAT at the rate applicable at the time of the Order.

You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.

We reserve the right to update our tuition fees and all available programmes and (services) at any time. You agree with tuition fee payments made in exchange for a set number of lessons during the academic term or year under the new system and a specified number of class token credits under the old system connected to our tutoring Service for private classes or group classes on our Site.

### New payment system

Tuition <u>must be paid 4 weeks in advance</u> for a course by Tutees before the start of each academic term or year (whichever is applicable upon enrolment) and upon request according to the conditions of enrolment expressed by the admissions, administration and finance departments. If attendance to class sessions is below the required percentage for a course by the Tutee an application for deferred study can be made and will be determined by the extenuating panel. If Tutees (You) do not agree to these terms of Use, students must withdraw from the Institute by submitting a NITWS form no later than 14 days before academic fees are due for the following term or academic year. Payment is made on our website and is calculated termly or yearly.

### Old payment system

Under our old payment model until the 19<sup>th</sup> of May 2024 through the institute's procedure of rolled-over credits. Subscription payments will be debited from Tutees bank accounts according to the Tutees enrolment date when tuition is due to be made without contest. Lesson credits continue without interruption for all monthly, quarterly, and semi-annual packs purchased regardless of whether a Tutee has unused credits remaining under our attendance, extenuating circumstances, or deferred study terms mentioned above. Unless the student has transitioned to the new study model of fixed courses where the Tutee will be invoiced separately four weeks in advance before term begins.

- a) Under the old system, any un-used credits will roll over and be added to the renewed lesson pack standard amount. If a Tutee does not agree to this term of service, they must not use our website or sign up to any of our services. Any Tutee who wishes to utilise all their lesson pack credits before a future renewal payment is debited is not permitted to do so and is hereby advised to submit a 'Notice of Intent to Withdraw from Study (NITWS)' to the administration department no later than 14 days before their scheduled renewal payment is due to be taken. This is done to advise Elite Tutoring (the Supplier, Us or We) of your (Tutee) departure from the institute and to make us aware of your personal desire to use all available lesson credits up to the calculated end date including the post-extended four-week grace period.
- b) The Tutee agrees and understands where a NITWS is submitted all exclusive discounted rates available for the Tutee earned through our Passport to Success Loyalty Program will be forfeited and cannot be re-started or reallocated to another subscribed tuition pack. Any changes to a reduced credits subscription pack may also be classified as forfeited and will be determined by the administration team.

- c) The Tutee wishing to return to study after completion of all current credits with the institute following a NITWS who subsequently orders a new tuition pack is subject to the new academic termly and yearly fees for tuition as shown at the time on our website in addition to the current fee price for registration processing which is currently levied at £25.00 sterling. We reserve the right to change the registration fee without notice. All submissions for NITWS must be sent to admin@elitetutoring.co.uk
- d) Deductions made based on the calculated frequency of a tuition pack because of a Tutees failure to attend class and no contact having been established with the institute to advise of reasons for absence yet results in subscription payments being deducted after a period of seven days after a renewal payment has been taken will no longer be eligible for a full or partial refund. If contact is made within seven days from debit of a Tutees bank account whether attending class sessions or not a refund will be made minus deductions for administration charges.

## Semesters and academic year

Elite has three academic terms (equivalent to two semesters in one full year). The insession term times are Autumn, Spring and Summer. We will always list on our website, or the administrative department will send out an electronic communication notifying students of each academic year and term/semester date sessions in addition to institute holidays to inform (You) the Tutee of when class sessions will or will not be happening.

Once an academic term or year of study has started. Any non-attendance by the Tutee (You) during either period that is not in accordance with our extenuating circumstances, absence/cancellation policies or deferred study policy mentioned above is deemed non-refundable in full or part.

#### What is the basis of sale?

The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the Service ordered only when you receive an email from PayPal and us confirming the Order (Enrolment Confirmation). You must ensure that the Enrolment Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order of enrolment placed by you. By placing an Order, you agree to us giving you confirmation of the Contract using an email with all information in it (i.e. the Order Confirmation). You will receive the Order (Enrolment Confirmation) within a reasonable time after making the Contract, but in any event not later than the delivery of any Service or Goods supplied under the Contract, and before the performance begins of any of the Services.

Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date unless we expressly withdraw it at an earlier time. (You) the Tutee have 14 days to request a refund for any course or subscription begun having only utlised none or a maximum of two sessions from your course or lesson credit subscription pack. After this period, no refunds will be approved. A credit note may be offered for future use by either the enrolled Tutee (You) or is transferrable for use with a family member for a period of three months after (You) the Tutee has submitted a NITWS form.

No variation of the Contract, whether concerning the description of the Service, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Tutee and Elite Tutoring (the Supplier, Us,) in writing.

We intend that these Terms of Use to apply only to a Contract entered by you as a Tutee Purchaser. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, for example. by giving you rights as a business.

### How do I purchase a course or series of English sessions?

To enrol select the course of interest and complete a enrolment form on our website. An invoice will then be sent to you to process your enrolment. Under the old system, select the type of English desired to be studied, complete an enrolment form and click the pay button to subscribe to your chosen pack which contains an expressed number of lesson tokens to be studied with a matched Elite Tutor. For this study type, payment can only be made through credit, pre-paid and debit cards, or PayPal. The price includes VAT. You can choose the currency for your payment. The exchange rate is approximate and is set by us.

Under the old payment system, unused token credits will expire (end) after the specified valid period displayed on our website. For e.g. 3 or 6 months.

Once you have bought a token credit, you can book a class session. If your allocated Tutor is available, you may be able to start a session within a few

days as you would have to have digitally signed your learner agreement before you are allowed to attend your first-class session. We allow the Tutor 8 minutes to get ready to start your session. Otherwise, you will need to choose a future session time.

## What information does Elite Tutoring collect? Are sessions recorded?

We sometimes record sessions for monitoring and training purposes. We use data for lots of different reasons. You can control how we use your data. The full list is in our Privacy Policy https://www.elitetutoring.co.uk/privacy-policy/

We retain and use all information strictly under the Privacy Policy.

We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<a href="https://www.elitetutoring.co.uk/privacy-policy">https://www.elitetutoring.co.uk/privacy-policy</a>) and cookies policy (<a href="https://www.elitetutoring.co.uk/cookiepolicy">https://www.elitetutoring.co.uk/cookiepolicy</a>).

For the purposes of these Terms and Conditions: 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR. 'GDPR' means the General Data Protection Regulation (EU) 2016/679. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws: before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected; we will only Process Personal Data for the purposes identified; we will respect your rights in relation to your Personal Data; and we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries regarding data privacy, you can e-mail: <a href="mailto:admin@elitetutoring.co.uk">admin@elitetutoring.co.uk</a>.

What can we do in a class session?

The sessions aim to improve your English. The Tutor will only provide feedback,

advice, correction for errors, recommendations or help to improve your English and

for no other purpose.

You must not share personal information (such as your full name, phone number,

address, email, social media name or details of any school or organisation you belong

to) with the Tutor. Information like your phone number or WhatsApp contact would

only be taken for group days out as arranged by the institute. Other than this, no

exchange of personal information is permitted and all information exchanges for group

days out must be pre-authorised by the Principal Founder before the exchange of

personal information takes place.

Can you pause your study?

We reserve the right to grant or refuse a request for paused study for any course in

line with considering Tutor availability, workload, and the new allocation of new

students on our register roll.

We understand that circumstances may arise which entails student absence from a

course or a lesson pack. In instances such as these, the student can voluntarily miss

no more than two sessions from their course or subscription pack. Missing three

consecutive sessions without contact may result in the student's de-registration from

their course or in the case of subscriptions incur late cancellation and class fees

expressed above in line with our non-attendance/no show policy.

**No Refunds**: Absence tuition does not entitle Tutees to a refund for the missed period.

# Temporary suspension of academic termly tuition under the old system

The initial standard paused tuition time allowed is four weeks the equivalent to one month for any quarterly or semi-annual subscribed pack.

After this time has elapsed the student should contact the extenuating team at <a href="mailto:extenuating@elitetutoring.co.uk">extenuating@elitetutoring.co.uk</a> to either advise of their circumstances in anticipation of a return to study or make a further EC form submission to apply for an extension for their extenuating circumstance.

<u>Under the old system</u>, if no contact is made with the extenuating team after an approved period of pause to study has been applied to the Tutees account or a further EC form has not been submitted, lesson credits from the student's available plan will be automatically deducted at a frequency equivalent to the Tutee's subscribed tuition pack / program.

(For example, 5 lessons a week equals 20 credits a month).

In this circumstance, the Tutee agrees to the loss of one month's deducted credit(s) equal to the Tutee's lesson pack maximum frequency or attendance days as applicable. The calculated number of credits will be deducted up until the submission of an EC form requesting a pause of tuition or extension of an extenuating circumstance.

In instances, where no contact with the institute or non-submission of the institute's mandatory Extenuating Circumstances (EC) form has been made by the Tutee. If your class credits have been deducted and your Tutee account has a status of depletion or expiry. The student agrees the right to contest has been forfeited as the required Tutee obligation has not been fulfilled within the expressed period.

If a Tutee wishes to be on a break longer than the standard time specified above under the old system. All tutees must ensure that they contact the extenuating department no later than seven days before the standard time ends to discuss their situation and receive the correct guidance for further extended paused study and the submission of an extenuating circumstance request with supporting evidence before the 31<sup>st</sup> of April 2024 when the new sanction system came into effect. The old penalization system becomes overridden if the Tutee has been absent from classes since the 31<sup>st</sup> of April

2024 and is now subject to the rules detailed in these terms associated with no shows and cancellation/class fee sanctions. The Tutee is deemed subject to the rules pertaining to late cancellation and class fees plus the full or partial fee charges for class sessions not attended under the new system of sanction since this date.

### Failed PayPal or bank debits

Repeated failed attempts for tuition payments or non-payment of an invoice following (1) reminder after the initial invoice was sent requesting immediate payment will incur a non-refundable charge of £12.00 sterling for every bank processing attempt made via the secure payment gateway the institute uses (PayPal or Stripe) which will be added to the amount outstanding that is payable for the students selected tuition lesson pack. More than two failed attempts may result in termination of the Contract and immediate student withdrawal for non-payment of tuition fees.

## What if I want to extend my expired class credits under the old system

No extensions to lesson credit subscriptions are permitted.

### Tutee obligations and responsibilities

You agree that you must co-operate with us in all matters relating to our tutoring Services, provide us and our authorised employees and representatives with access to your data that is required to perform the tutoring Services and obtain any necessary licences and consents (unless otherwise agreed). You must also adhere to the tutoring Services class attendance policies and guidelines including online code of conduct.

This is confirmed by your voluntary agreement to sign the institutes learner agreement policy which is distributed to all learners at the time of their enrolment having been confirmed and before the commencement of lesson reservations can begin.

Failure to comply with the above is deemed a Tutee default breach of these terms of services which entitles us to suspend performance of our tutoring Service until you remedy it, remove accrued discounted rates and earned loyalty reward points or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you without refund for our tutoring Service.

### What if the Tutor is unavailable?

If the Tutor does not come to your session within 8 minutes, you will get another session for free (if you agree), or you will get a class token credit. If your Tutor needs to cancel, we will try to tell you 6 hours before your session.

If the Tutor has technical problems that interrupt the session, please email <a href="mailto:admin@elitetutoring.co.uk">admin@elitetutoring.co.uk</a>.

We cannot guarantee the continued availability of any Tutor and accept no responsibility or liability for the withdrawal, removal, or unavailability of the same.

### Late cancellation under the old system

Sometimes, life happens, and lessons must be rearranged, but we understand this does not make cancelled lessons any less frustrating! Our cancellation policy has been updated to ensure that students have a reasonable degree of flexibility, but our tutors are also protected against last-minute change-of-plans.

- You can cancel any time up to 12 hours before the lesson start time for free, but any lessons cancelled within 12 hours of the start time can result in the student incurring a charge.
- II) A cancellation and the cost of an individual class fee (50% -100%) is charged when a Tutee cancels within 12 hours of the start time and the reason for cancelling is due to the learner's circumstances. Class sessions that are automatically cancelled by the system due to a Tutee not confirming their attendance within the expressed time will not be charged any of the above fees.

### Tutees (students, learners, or pupils) under the old system

We understand that sometimes you might need to change your plans. We encourage you to cancel or reschedule lessons with plenty of notice, as this gives tutors the opportunity to fill their lesson slots, which is important for their business. It also gives us the ability to help as many students as possible find their perfect tutor and achieve their learning goals.

- A lesson is only officially cancelled when it is cancelled on the system. If you
  need help cancelling your lesson, please contact our administration team.
- II) Lessons cancelled more than 12 hours before the start time of the lesson will incur no charge.
- III) Lessons cancelled less than 12 hours before the start time can incur a charge of 50% or 100% of the lesson cost, which is at the tutor's discretion.
- IV) If a lesson is cancelled within 6 hours of the start time and the tutor waives the fee or charges 50%, the learner will be charged a £5 Late Cancellation Handling Fee. If the tutor chooses to charge 100% of the lesson cost, the £5 Late Cancellation Handling Fee will not apply, so you will never pay more than the lesson cost for cancelling a lesson.

**Example**, if you cancel a £15 lesson 6 hours before the start time and the Tutor chooses to charge 50% of the lesson cost for this late cancellation, you will be charged £7.50 in cancellation charges plus the £5 Late Cancellation Handling Fee. If the Tutor chose to waive the fee for this cancellation, you would only be charged the £5.00 Late Cancellation Handling Fee.

V) In the event of your Tutor cancelling a lesson due to a reason out of your control, such as the tutor being ill, you will not be charged.

VI) **Bookings cannot be cancelled after the lesson has started**. Lessons which are not cancelled by the learner before the start time but are not attended by the learner will be charged at full price.

### **Absence under the new system**

Elite Tutoring Institute takes a strict approach to handle student absence. All class absence is to be communicated immediately. I understand that I must report my absence using the institutes correct channels outlined below.

Attendance: In line with Elite's attendance policies students are required to regularly attend at least 80% of their course. No more than two sessions out of 10 or 12 can be missed. If more than three sessions are recorded with non-attendance you understand that you will not be permitted to attend the course further and no refund will be given. For absences, please contact your module administrator as expressed on your module delivery scheme (MDS) by email to make your apologies no more than 3 hours before your class is scheduled to begin. I understand that I must not inform my module coordinator/tutor, but the expressed module administrator named on my individual Module Delivery Scheme (MDS).

Non-attendance or no shows: I understand that should I not follow the course cancellation policy outlined above I will be charged a penalty late cancellation fee of £5.00 per class plus a 50% class fee for the first missed class not attended or notified of absence, and 100% class fee penalty for each subsequent missed class not attended or notified of absence. If I fail to pay the penalty cancellation and class fees outlined above my student account will be restricted and I will not be permitted to resume my studies with Elite Tutoring until all outstanding balances have been paid.

Instructors will monitor student online activity regularly, log daily attendance several times per class and will maintain a detailed record of your attendance and behaviour which will affect your grade and may influence future participation in the Institution.

Ensure to set aside enough time for logging in to handle unexpected technical glitches. Please keep in mind if you are joining a group class mid-way this can be very distracting for other participants and will not be viewed favourably by the instructor either. This also extends to all assignment submissions that are timebound. It is important to try to submit well within the stipulated time to avoid penalties. If you experience technical difficulties, ensure you have a screenshot to support a claim and avoid paying late cancellation fees associated with non-attendance or no-shows.

I understand all the above, particularly the points related to if I miss more than three consecutive classes of my course with no prior communication having been made with the named module administrator expressed on my module delivery scheme (MDS). I will automatically be de-registered from my course, and I will no longer be permitted to attend its remaining sessions. If this happens, I also understand that no refund will be given.

### Class session non-attendance under the old system

Tutee's who do not arrive at a reserved lesson or group class are no longer eligible to have lesson credits deducted from a purchased tuition pack.

Elite has now replaced the old sanction system of class credit deductions with **fee charging** as detailed above specifically for circumstances involving Tutees no attendance to class and for late cancellations as deemed within the specified periods detailed above.

These terms are applicable to **every** Tutee enrolled at Elite Tutoring Institute.

By actioning any or both of the following:

- You agree that by buying a tuition pack and digitally signing a learner agreement you acknowledge having knowingly entered a contract with Elite Tutoring (the Supplier, Us, or We) and accept all these terms of use for our tutoring service without contest.
- Attended your first or several class sessions with an Elite Tutor.

If you need help or still have questions about our Cancellation Policy, you can contact our Engagement team.

### What if the class session starts late?

Every class session is now 45 minutes long. There is a fixed start and end time for each session. You must be ready to start on time. However, there is a 5-minute grace period for the Tutee to arrive to the session which will be deducted from the current session run time and allows for the Tutor to finish the session on time.

### What if you do not feel safe?

Your safety is especially important to us. You must be in a safe and appropriate place for the session. You and the tutor must behave properly and lawfully. If you or the tutor do not feel safe, then stop the session and send us an email <a href="mailto:admin@elitetutoring.co.uk">admin@elitetutoring.co.uk</a>. We will investigate. We may issue a refund. We may need to report this to the appropriate organisation.

### Your session was not good, and you are unhappy with it

If you are unhappy with any session, you must tell us within twenty-four (24) hours of the end of the session. Please email <a href="mailto:admin@elitetutoring.co.uk">admin@elitetutoring.co.uk</a>. We will investigate. We may issue a refund/credit note. Our decision is final and binding.

### **Disclaimers**

No warranty or representation expressed or implied is given in respect of any Tutor. We accept no liability for any loss, damage, cost, expenses, or other claims for compensation arising from the introduction of a Tutor to you. Nor do we accept liability for the failure of the Tutor to meet your requirements.

### **Customer Service Policy**

We believe our users have a right to be heard, understood, and respected. We also believe our team has the right to work in a safe environment, free of harassment.

When our users or prospective users engage with our customer service teams over email, live chat, telephone, social media, or other channels, we expect all interactions to be respectful and courteous.

We consider the following actions to be unacceptable:

- Aggressive, inappropriate or abusive behaviour
- Unreasonable demands and / or unreasonable levels of contact

We reserve the right to refuse service to any users, prospective users or enrolled Tutees that engage in this kind of behaviour with us.

### How can you ask us a question?

If you have any questions, you can contact us by emailing info@elitetutoring.co.uk