

LE LOFT TUITION: TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions apply (“Terms”):

- A. to the provision of French and science tuition at Le Loft, Unit 20K, Poniou Way, Longrock Industrial Estate, Penzance, Cornwall.UK TR20 8HX to such Students that require such tuition.
- B. where the Student is a “Consumer” as defined by the Consumer Rights Act 2015 and their parents / guardians if under the age of 18.
- C. where the Student is referred to Us by a third party who will pay the fees (e.g. when we are employed by a third party to deliver lessons to e.g a child in care or e.g. CPD)

1. Definitions and Interpretation

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

“Enquiry”	Shall mean any interactions between Us and You up to the point where monies are exchanged; an enquiry may include 'taster' sessions, interviews and appraisals
“Bookings”	Shall mean the booking of any Tuitions with Us confirmed by the payment for the booking into the Le Loft bank account;
“Block-Booked Tuitions”	means any block bookings of lessons
“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of Le Loft
“Objectives”	shall mean the Student’s objectives from the Tuition course;
“Price List”	means Le Loft’s standard price list for tuition. The list is available from www.leloft.co.uk ;
“Student/You/Your”	means the individual recipient of the Tuition;
“Le Loft/We/Us/Our”	means Le Loft Tuitions, whose place of business and contact address is the same address as above.
“Tutor”	shall mean the tutors for the provision of the Tuition.
“Tuition(s)”	shall mean the tuition and associated activities provided by Us

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.a.1 “these Terms” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

2.a.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms are for convenience only and shall not affect the interpretation of these Terms;

- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender.

2. Bookings

- 1.1 Bookings can be made only by contacting Us directly.
- 2.2 We require you to read these Terms and accept these before You make a Booking with Us.
- 2.3 When You make an Enquiry with Us, this does not constitute any acceptance by Us, thereby creating a contract. If We accept a Booking to provide tuition to You, this Booking shall only be confirmed when You make payment into the Le Loft account at which point a contract will come in to existence between You and Us and these Terms will becoming binding upon You.
- 2.4 If We are unable to offer you Tuition or confirm a Booking with You, We shall inform You of this. We shall use our reasonable endeavours to provide lessons at the agreed times.

3. Lessons and Your Obligations

- 3.1 We offer Tuition to You on the understanding that there is no guarantee that a Student will achieve their intended Objectives. We will, however, be guided by these Objectives and will tutor in a way that We consider will make it most likely that the Student will achieve those aims. As such, We require You to advise Us of Your Objectives from the outset of the Tuition. We shall make reasonable endeavours to tutor You, but shall not be responsible for any errors made by You.
- 3.2 You are under an obligation to inform us promptly if Your Objectives change at any time, or if You have concerns over the quality of tuition provided with respect to your Objectives;
- 3.3 Each Tuition is 60 minutes long unless otherwise agreed with the Student or parent/guardian for under 18's;
- 3.4 You are required to provide a postal address for administrative purposes, a current working email address for routine correspondence and a contact phone number for non-routine correspondence;
- 3.5 If You are under 18 years of age, Your parents are required to provide the following additional information to Us: (i) a primary contact phone number: who and how to contact if there is an emergency; (ii) a secondary contact phone number: who and how to contact if the primary contact is unreachable; (iii) details of any relevant health issues that may affect You while You are with Us, including any specific guidance on the use of prescribed medication; and (iv) details of Your school or if You are in home-based education;
- 3.6 It is a condition of all Tuitions that participants adhere fully to health and safety guidelines and do not deviate from instructions or experimental protocols if participating in laboratory work for the science-based lessons. Any breach of this condition will result in an immediate termination of the Student's Tuition with Us and will only be reinstated at our discretion;
- 3.7 Our resources are made available to Students to borrow on the understanding that they are returned in the same condition as they are borrowed and within the lifespan of the block. We therefore reserve the right to recover any fees from You such as the replacement cost, for any failure by the Student to return these to Us or if they are damaged in any way.
- 3.8 You agree to (or if You are under 18 years of age, Your parents/guardians agree to) be available to discuss any matter that may arise from the delivery of the Tuition, either in person, by phone or by email.
- 3.9 If You do not give the Teacher at least 48 hours' prior notice of cancellation of a lesson for any Block-Booked Tuitions, We will be entitled to charge for that Tuition as if it had taken place. We will deduct that charge from any sum You paid Us in advance.
- 3.10 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, You cancel a lesson without giving Us at least 48 hours' prior notice, We shall consider the circumstances and use Our discretion to decide whether to reschedule the lesson.

- 3.11 If We need to cancel a lesson, We may do so without incurring any liability to You. We shall either reschedule the lesson at a mutually convenient time, or credit You with another lesson at no charge;

4. Fees and Payment

- 4.1 Discounts under the 'block-booking' scheme, the '2 to 1' scheme, the 'small groups' scheme, and the '13 for 12' scheme are subject to the Student's account being maintained in credit at all times by direct transfer of funds into the Le Loft account. This is usually managed by a regular monthly payment in advance to cover the Tuitions booked for the coming month and is our preferred method of payment. Other methods of payment are at Our discretion.
- 4.2 The 'block-booking' scheme works as follows: 'Blocks' are units of four weeks irrespective of the number or duration of Tuitions in each week. The 'standalone' rate, detailed in our Price List, is discounted by one third if a block of four weeks of Tuition is booked and paid for in advance. This 'block-booked' rate is valid for the remainder of the academic year provided that blocks run consecutively and the student's account is maintained in credit.
- 4.3 The '13 for 12' scheme works as follows: there are 13 weeks in three months. If three consecutive blocks of four weeks' Tuition have been booked, attended and paid for in advance (i.e. the student's account has been maintained in credit), the Tuitions scheduled for the '13th week' are discounted by an amount equal to the average weekly cost of Tuitions for the previous 12 weeks. This additionally-discounted Tuition must be taken during the week following the 12th week at the student's regular time.
- 4.4 The '2 to 1' and 'small groups' discount scheme works as follows : the 'standalone' rate is discounted by 50% for each additional student; thus a 2 to 1 tuition costs 1.5x the 'standalone' rate, a group of 3 costs 2x the 'standalone rate, a group of 4 costs 2.5x and so on. '2 to 1' and 'small groups' tuitions can be discounted under the block-booking scheme only when paid in full by a single transfer in advance. 'Small groups' rate will be determined and paid for at the beginning of each block. Students wanting to join an existing group can only do so at the renewal of the next block. Rescheduling of small groups may not be possible and students missing any Tuitions forfeit them.
- 4.5 'Experimental Science' Tuitions are treated as normal science Tuitions with respect to block-booking discounts and '13 for 12' discounts. They are treated differently in that each experimental session is scheduled for a time that complies with the experimental protocol as well as the timetables of participants. Experimental work cannot be rescheduled: missed Tuitions are forfeited, but additional Tuitions can be booked to cover any experimental work that has been missed; the cost of the additional Tuitions will be arranged at the time of booking.
- 4.6 You must pay Our 'standalone' fees for all Tuitions, but We will discount Your lessons as described above in clauses 4.1 to 4.6. You can obtain information on current fees from the pricing page on our website;
- 4.7 We change Our fees at the end of the academic year (i.e. July). However, if You continue Tuition over the Summer holiday, we may at our discretion delay implementation of the price rise until the start of the new academic year.
- 4.8 Subject to clauses 4.1 to 4.6, You shall make payment of Our fees in advance by direct bank transfer unless agreed differently with us at the time of enquiry.
- 4.9 All fees are payable in English Sterling (GBP) and You agree to be responsible for any bank charges.

5. Cancellation and Termination

- 5.1 You may cancel Your Booking within 14 days if You change your mind from the point of time that You make the Booking. If We have not commenced any Tuition with You, We will refund you the money.
- 5.2 If We have commenced Tuition with You during the 14 day period of cancellation, We will refund you the difference less the value of any fees that are due by You and by accepting these Terms, you agree to this.
- 5.3 We would ask that you provide a week's notice to Us if you wish to cancel a Tuition so that we can reassign the Tuition slot. We view this as a matter of courtesy rather than a legal requirement.
- 5.4 We may, in Our sole discretion, terminate Your Tuition if Your conduct, progress or commitment consistently falls below the standards that is reasonably expected, but We reserve the right to not renew Tuition with a Student for any reason.
- 5.5 We may re-schedule Block-Booked Tuitions provided that at least 48 hours' notice is given by email to Us at either français@leloft.co.uk (for French students) or science@leloft.co.uk (for Science students) or by phoning Le Loft (01736 360100) and leaving a message.
- 5.6 Any missed Tuitions by the Student are forfeited and non-refundable, but We may reschedule these at our discretion. All rescheduled Tuitions must be taken within the lifetime of the block in which the Tuition was originally scheduled.
- 5.7 At no time can either the workshops or practicals be rescheduled, notwithstanding sub clause 5.1.

6 Liability

- 6.1 The following provisions of this Clause 6 sets out Our entire financial liability to You in respect of all losses, claims or liabilities arising from or in respect of these Terms, including any tutoring services that You receive from Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 6.2 We provide tuition only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 6.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation;
- 6.4 Our total liability to You in respect of all liabilities and losses in connection with these Terms shall not exceed the value of Your current booking, less any fees due for any Tuitions that have been delivered.
- 6.5 We shall not be responsible whatsoever for any liability to You or loss, or delay in performance of Our obligations under these Terms which occurs outside of Our control.
- 6.6 For the purpose of this Clause 6, an event outside Our control means any act or event beyond Our reasonable control including but not limited to strikes or other industrial action, civil commotion, terrorist attack or threat of terrorist attack, epidemic, adverse weather conditions or other natural disasters.

7. Intellectual Property

7.1 We are the owner of Le Loft Tuition and its brand. At all times, You agree and acknowledge that all copyright, trade marks and all other intellectual property rights in Our literature, website, and Tuition shall at all times remain vested in Us. You may only use this material expressly with Our consent.

7.2 We reserve the copyright of any in-house created material. The use thereof by any Students outside of the tuition framework requires Our written permission and must not be used for anything else other than in the course of the Tuition.

6. Changes to Terms and Conditions

We may, from time to time, change these Terms without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

9. How We Use Your Personal Information (Data Protection)

We shall ensure that any use of data complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998.

10. Specific Terms for Under 18's

Clause 3 sets out Your further obligations whether You are over the age of 18 or under.

10.1 Subject to Clause 3, We reserve the right to send home any Student under the age of 18 who is disruptive and not engaged with the Tuition lesson. If the behaviour persists, We may cancel the Tuition in accordance with clause 6.2 of these Terms.

10.2 Parents/guardians of Students under 18 are required to drop and collect students at the agreed times.

10.3 The presence of a responsible adult during specific Tutorials / practicals / workshops may be required depending on a range of factors (health and safety, behaviour, etc.). This will be agreed prior to any notification of the agreed Tutorials/ practicals/ workshops.

11. Complaints

We would like to hear from You if You have any cause for complaint. We are confident that we can resolve all genuine complaints quickly and without rancour.

12. General

12.1 No failure or delay by Us or You in exercising any rights under these Terms means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision

12.2 These Terms and this contract is solely between You and Us and no other person shall have the right to enforce any of its terms.

13. Severance

If any provision of these Terms are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

14. Law and Jurisdiction

14.1 These Terms and the relationship between You and Us (whether contractual or otherwise)

shall be governed by, and construed in accordance with English Law; and

- 14.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.