LE LOFT TUITION: TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions apply ("Terms"):

A.

(i) to the provision of French, English, Maths and Science tuition at the approved addresses listed in Supplement SA.1 to such Students that require in-person tuition;

(ii) to the provision of French, English, Maths and Science tuition using the approved software listed in Supplement SA.2 to such Students that require on-line 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/pricing (or such updated URL extension as published on our main site).

"Student/You/Your"

means the individual recipient of the Tuition or if they are under 18 years of age, their parent or guardian.

"Le Loft/We/Us/Our"

means Le Loft Tuitions, whose place of business and contact address is the correspondence address listed in Supplement SA.1(iii).

"Tutor"

shall mean the tutors for the provision of the Tuition.

"Tuition(s)"

shall mean the tuition and associated activities provided by Us.

"Resource(s)"

shall mean any material prepared by us in digital or paper format, irrespective of the original source(s) of that material, including any copyrighted materials covered by Our CLA Education License.

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

2.1

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. You will be held fully liable for any damage caused to property, equipment, or third parties resulting from a student's deliberate failure to follow safety protocols.

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 Us at least 48 hours' prior notice of cancellation of a lesson for Flexiblock-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, serious illness, accidents and bereavement, You cancel a Flexiblock-booked 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, Our sole obligation and liability will be to provide a rescheduled lesson or issue a credit note for a future session.

4: Fees and Payment

4.1

All Discounts are subject to the Student's account being maintained in credit at all times by direct transfer of funds into the Le Loft account. The Standard Block scheme, Flexiblock scheme, 2 or 3 to 1 scheme and small groups are ideally managed by an automated regular monthly payment in advance to cover the Tuitions booked for the coming month and is our preferred method of payment to ensure Your account is maintained in credit. Other methods of payment are at Our discretion.

4.2

The '**Standard 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 quarter (25%)** if a block of four weeks of Tuition is booked and paid for in advance. This 'Standard 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. Tuitions booked under the Standard Block scheme **cannot be rescheduled** and all Standard Block Tuitions expire **one month** from the date of the first Tuition of the block.

4.3

The '**Flexiblock**' 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 tenth (10%)** if a block of four weeks of Tuition is booked and paid for in advance. Under the Flexiblock scheme, Tuitions can be rescheduled, subject to **48 hours notice by email to admin@leloft.co.uk**. Tuitions booked under the Flexiblock scheme **expire two months** after the date of the first Tuition of the block. The 'Flexiblock' rate is valid for the remainder of the academic year provided that blocks run consecutively and the student's account is maintained in credit.

4.4

The '**2 to 1**' and '**Small groups**' discount scheme works as follows : the 'Standalone' rate detailed in our Price List is discounted by **one half (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; groups of 4 or more '**Small Groups**' rate will be **determined by arrangement** and must be **paid for at the beginning of each block in full in a single payment**; it is Your responsibility to collect group members' fees in any way You see fit on the condition that **the total amount of fees paid by members is not greater than Our charge for facilitating the group**. Students wanting to join an existing group can only do so at the discretion of both Us and You. Rescheduling of small groups is not possible and students missing any Tuitions forfeit them.

4.5

'**Experimental Science**' Tuitions are treated as normal science Tuitions with respect to the block- booking 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 or supplied You with any Resources, We will refund you the money in full.

5.2

If We have commenced Tuition with You or supplied You with any Resources during the 14 day period of cancellation, We will calculate a value based on the same rate that was paid for any time spent Teaching and/or preparing Resources and We will refund you the difference between this value and the money paid 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

As detailed in clause 4.3 above, We may re-schedule Flexiblock Tuitions provided that at least 48 hours' notice is given by email to Us at admin@leloft.co.uk. For the purposes of cancellation under the 14-day rule, the 14 days are counted from the date on which Your payment is received at Our bank.

5.6

Any missed Tuitions by the Student are forfeited and non-refundable, but under the Flexiblock scheme, 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 for Tuitions that have been delivered or the cost of any Resources that have been prepared.

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.

8: Changes to Terms and Conditions

We may update these Terms from time to time to reflect changes in law or operational needs. Any changes will not apply to active Block-Booked Tuitions already paid for, but will apply to all subsequent bookings.

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

9.1 Privacy Summary

Any personal data collected, stored, or processed by us will be handled strictly in accordance with applicable United Kingdom data protection laws, including the UK GDPR, the Data Protection Act 2018, and the Data (Use and Access) Act 2025. Detailed information regarding our data practices and your statutory rights can be found in our standalone Privacy Policy, which is accessible at www.leloft.co.uk/privacy (or such updated URL extension as published on our main site) and forms part of our agreement with you.

9.2 Data Protection Complaints Procedure

9.2.1 If you have any questions, concerns, or complaints regarding how we handle, process, or protect your personal data, you have the right to lodge a formal internal complaint with us.

9.2.2 To initiate a complaint, you must submit your request in writing to our Data Privacy Representative via plain text email at **admin@leloft.co.uk** with the **subject field containing the word 'COMPLAINT'** in upper case or by post to the approved address in SA1(iii).

9.2.3 To enable a prompt investigation, your submission should include your full name, the email address associated with your account or interactions, and a detailed description of your specific concern.

9.2.4 In accordance with the Data (Use and Access) Act 2025, we will acknowledge your complaint without undue delay. We will conduct a thorough internal investigation and provide you with a formal written response and resolution outcome within a maximum of thirty (30) calendar days from the date your complaint is received.

9.2.5 If you remain unsatisfied with our final response, or if we fail to provide a resolution within the thirty (30) calendar day period, you have the statutory right to escalate your complaint directly to the Information Commissioner’s Office (ICO).

10: Specific Terms for Under 18s and Safeguarding

10.1 Behavior and Engagement

Subject to the provisions of Clause 3, We reserve the absolute right to send home any Student under the age of 18 who is disruptive, non-compliant with instructions, or consistently unengaged with the Tuition lesson. If such behavior persists across multiple sessions, We reserve the right to terminate the Tuition immediately in accordance with the process and rights set out in **Clause 5.4** of these Terms.

10.2 Drop-Off and Collection Obligations

Parents, statutory legal guardians, or Nominated Responsible Adults of Students under the age of 18 are strictly required to drop off and collect students at the exact agreed times. We accept no operational

responsibility or transit liability for any Student who is present at a venue outside of their explicitly scheduled lesson duration.

10.3 Adult Presence Requirements

The physical presence of a responsible adult during specific Tuitions, practicals, workshops, or home visits is mandatory. Subject to a comprehensive evaluation of relevant factors (including health and safety profiles, student behavior, and task complexity), this requirement may be relaxed or modified by Us, at Our sole discretion, only after the Student has demonstrated an appropriate, sustained level of responsibility under a range of monitored conditions.

10.4 Special Provisions for Under-18 Vulnerable Students

In the case of a Student under the age of eighteen (18) who is considered a vulnerable person (including, without limitation, by virtue of psychological, physical, medical, educational, developmental, or special educational needs and disabilities [SEND]), the following additional sub-clauses apply:

- **10.4.1 On-Site Attendance and Proximity Frameworks**

The exact attendance framework required for the Student will be determined by Us, at Our absolute discretion, prior to the commencement of the session based on the Student's specific care, safety, and risk assessment profile. The Nominated Responsible Adult must strictly adhere to whichever framework is mandated:

- **(a) Framework A (Strict On-Site Presence):** The Nominated Responsible Adult must remain physically present within the immediate third-party venue premises (or inside the designated workshop room if expressly requested by our staff) for the entire duration of the workshop or tutorial to assist with personal care, behavioral guidance, or specialized support.
- **(b) Framework B (Proximity Drop-Off):** The Nominated Responsible Adult is permitted to leave the immediate workshop space following successful registration, but must remain fully contactable via telephone and physically present within a five (5) minute geographical radius of the third-party venue at all times. The Nominated Responsible Adult must return to the designated registration point to formally collect the student at the exact scheduled conclusion time of the session
- .
- **10.4.2 Qualifications and Capacity of the Nominated Responsible Adult**

The Nominated Responsible Adult must be a parent, statutory legal guardian, or an authorized professional support worker aged eighteen (18) or over. The Nominated Responsible Adult must possess full legal capacity to act on behalf of the Student and make binding welfare, medical, and emergency decisions at the time of the service delivery.

- **10.4.3 Handover Protocol and Transit Liability**

The Nominated Responsible Adult must physically escort the Student to the designated registration point inside the approved venue and formally register the Student with Us. Responsibility for the Student does not transfer to Us until this formal handover registration is fully executed. We do not provide, manage, or oversee transport to or from any venues; transit liability remains exclusively with the Nominated Responsible Adult.

- **10.4.4 Statutory Limitation of Responsibility (In Loco Parentis)**

Our provision of in-person workshops, tutorials, or educational events does not constitute, and shall not be construed as, the assumption of parental responsibility (*in loco parentis*) under the Children Act 1989.

Our duty of care is strictly confined to the delivery of the educational session within the designated boundary of the instructional room during the scheduled hours. We accept no liability for any Student who voluntarily or intentionally leaves the designated instructional space or the third-party premises without explicit authorization.

- **10.4.5 Emergency Safeguarding and Statutory Data Disclosure**

The Nominated Responsible Adult must provide verified emergency contact details prior to the session. Pursuant to our statutory safeguarding obligations under United Kingdom law and the Data (Use and Access) Act 2025, we reserve the absolute right to bypass standard contractual confidentiality protocols and disclose personal data to UK local authority safeguarding boards, social services, or emergency services immediately, without parental consent, if our personnel reasonably suspect that a vulnerable student is at risk of harm, abuse, or severe neglect.

- **10.4.6 Material Breach, Suspension, and Fair Financial Penalties**

Any failure by the parent, guardian, or Nominated Responsible Adult to comply with the obligations set forth in **Clause 10.2 or Clause 10.4** (including, but not limited to, uncontactability, failure to remain within the required proximity, or a delay in collection exceeding five (5) minutes) shall constitute an immediate material breach of contract. In the event of such a breach, We reserve the right to immediately suspend the Student from the current session, bar them from future sessions, and retain all fees paid for the affected session as a proportionate, non-punitive reflection of Our pre-allocated staffing costs and operational safeguarding overheads.

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 shall be deemed to have waived any subsequent breach of the same or any other provision.

12.2

These Terms and this contract are 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 is 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.

Supplements

SA.1: Approved addresses.

(i) A private address that is acceptable to all parties, including but not restricted to Us and You ("Home visits");

(ii) A venue provided by a third party on a commercial basis that is acceptable to all parties, including but not restricted to Us and You; the costs of which shall be Your responsibility; We accept no liability for the condition, safety, or availability of any third-party venues.

(iii) The correspondence address of Le Loft Tuitions which will be made available after any bookings have been confirmed by receipt of payment for the booking.

SA.2: Approved software

(i) It is Your responsibility to ensure that Your software is fully up-to-date and all security patches have been installed and applied; We will not be responsible for any tuition time lost to a delayed update process.

(ii) We use Google Meet as Our approved web conferencing platform. Google Meet runs directly in Your browser; no download is required on laptops or desktops.

(iii) While multiple web browsers are functional, Google Chrome is the recommended browser due to its compatibility with the Google Meet platform. We are familiar with its configuration files and settings and can usually troubleshoot any difficulties quickly and over the phone.