

## Terms and Conditions

These Terms and Conditions (Terms) govern the provision of tutoring services by Pro Tutoring Ltd (The Company) to the Client. By purchasing a product, you agree to be bound by these Terms.

### 1. Services

#### 1.1 Tutoring Services

Pro Tutoring provides tutoring services in various subjects and forms as advertised on our website or other promotional materials. The scope and content of the tutoring sessions and resources are determined by the experience of the tutor and in line with, but not limited to, the English National Curriculum (2014).

#### 1.2 Mentoring Services

Individuals working for, or in partnership with, Pro Tutoring may offer Mentoring Services. The requirements, boundaries and measurements for success shall be determined by all parties before the sessions commence. The structure and payments of these sessions shall be bespoke to each customer depending on the level of service given. By agreeing to pay, you are accepting the terms stated.

#### 1.3 Consultancy Services

Pro Tutoring, through its employees and subcontractors, offers educational consultancy services tailored to meet the specific needs of each client. These services include, but are not limited to:

- Psychological Development Coaching: Supporting the psychological and emotional development of children and teens.
- SEND Support Programs: Assisting with Special Educational Needs and Disabilities (SEND) assessments, intervention planning, and advocacy.
- Behavioural and Social-Emotional Regulation Workshops: Offering strategies and workshops to improve behaviour and social-emotional skills in both school and home environments.
- School Transition Assistance: Guiding families through the processes involved in moving schools, including transitions between boroughs and ensuring the continuation of support plans.

Yours sincerely



Raymond J Caton  
Teacher/ Tutor & Director  
Pro Tutoring Ltd



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- EHCP Dispute Resolution: Providing support and representation in disputes over school placements, EHCP (Education, Health and Care Plan) adoption in new boroughs, and refusals to assess or issue EHCPs.
- Education Advocacy: Helping families navigate the education system, including communication with schools and local authorities, and representing their interests in meetings and reviews.

These services are delivered through individual sessions, group workshops, and ongoing support programs.

## 2. Booking and Payments

### 2.1 Payment Terms

All bookings for Pro Tutoring products are made in either monthly or complete blocks, with full payment required before the first session or work conducted by the consultant. This payment secures your booking for the four-week block, grants access to the online resources, and guarantees that the consultant is retained for work in your interest.

### 2.2 Payment Methods

Payments can be made via bank transfer, Stripe, GoCardless, or any other payment method specified by the Company.

### 2.3 Acceptance of Terms

By attending the first session or by providing payment, you agree to these Terms and any additional policies or guidelines provided by the Company. Alternatively, you can accept these terms through the Pro Tutoring School Website or Tutor Bird.

### 2.4 Fee Adjustments

The Company reserves the right to adjust fees at any time. Such adjustments will not affect fees paid for existing bookings. Any fee adjustments will be communicated in advance and will apply to future bookings only.

### 2.5 Additional Fees

Any additional services outside the standard package, such as extra tutoring hours, special materials, or additional consultancy services, will be charged separately and must be agreed upon in writing before the services are provided.

Yours sincerely



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### 3. Cancellations and Rescheduling

#### 3.1 Cancellation Policy

To cancel a booked session, you must provide at least forty-eight hours notice to the Company. Failure to provide sufficient notice may result in the loss of that session without refund or rescheduling.

#### 3.2 Rescheduling Policy

For online or face-to-face sessions, if you wish to reschedule, you must provide at least forty-eight hours notice. We will make reasonable efforts to find an alternative time and date that suits both parties; however, group (tuition/workshop) sessions cannot be rearranged.

#### 3.3 Company Cancellations

Pro Tutoring Ltd reserves the right to cancel or reschedule sessions due to unforeseen circumstances, such as tutor/ consultant illness. In such cases, we will inform you as soon as possible and endeavour to reschedule the session at a mutually convenient time.

### 4. No Refunds Policy

#### 4.1 General Policy

The Company operates on a no-refunds policy for all payments made. If you are dissatisfied with the services provided, please contact us to discuss your concerns, and we will make reasonable efforts to resolve them.

#### 4.2 Promotional Offers

In cases where Pro Tutoring holds promotional offers, guarantees may include terms under which refunds are available. These terms will be specified in the promotional materials.

### 5. Intellectual Property

All materials provided by the Company, including but not limited to worksheets, study guides, and lesson plans, remain the property of the Company and may not be reproduced, distributed, or used for any purpose other than the personal educational use of the Client, without the express written permission of the Company.

Yours sincerely



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## 6. Liability

**6.1 Client Responsibilities** The Company shall not be liable for any loss or damage arising from any act or omission by the Client or any third party, including failure to attend sessions or provide accurate information.

## 6.2 Company Liability

The Company's liability for any claim arising out of or in connection with the provision of tutoring services shall be limited to the amount paid by the Client for the relevant four-week block.

## 6.3 Consultancy Services Disclaimer

While Pro Tutoring strives to provide the highest standard of consultancy services, we do not guarantee specific outcomes. Clients acknowledge that the success of consultancy services depends on various factors, including their own commitment and engagement. Pro Tutoring shall not be liable for any indirect, incidental, or consequential damages arising from the use of our services.

## 6.4 Limitation of Liability

To the maximum extent permitted by law, Pro Tutoring Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the service; (ii) any unauthorised access to or use of our servers and/or any personal information stored therein.

## 7. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom. The parties hereby submit to the exclusive jurisdiction of the courts of the United Kingdom in respect of any dispute or matter arising out of or in connection with these Terms.

## 8. Amendments

The Company reserves the right to amend these Terms at any time. Any such amendments will be posted on our website or otherwise communicated to you, and will be deemed to have been accepted by you if you continue to use our services after the amendments have been posted or communicated.