



Terms and Conditions: Home Tuition

August, 2018

Our terms

DEFINITIONS

When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 0;

Services: the services that We are providing to you as set out in the Support Agreement;

Terms: the terms and conditions set out in this document; and

Support Agreement: your Support Agreement for the Tutoring Services as set out in the Schedule (also called 'Support Agreement');

We/Our/Us: SAVVY EDUCATION LIMITED incorporated and registered in England and Wales with company number 08399252 whose registered office is at **Tremough Innovation Centre, Penryn, Cornwall TR10 9TA.**

When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

OUR CONTRACT WITH YOU

These are the terms and conditions on which We supply Services to you.

Please ensure that you read these Terms carefully, and check that the details on the Support Agreement and in these Terms are complete and accurate, before you sign and submit the Support Agreement. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

When you sign and submit the Support Agreement to Us, this does not mean We have accepted your Support Agreement for Services. Our acceptance of the Support Agreement will take place as described in clause 0. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Support Agreement.

These Terms will become binding on you and Us when We contact you and confirm that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.

If any of these Terms conflict with any term of the Support Agreement, the Support Agreement will take priority.

We shall assign a Support Agreement number to your Order and inform you of it when We confirm We will provide the Services. Please quote the Support Agreement

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number in all subsequent correspondence with Us relating to the Support Agreement.

CHANGES TO SUPPORT AGREEMENT OR TERMS

We may revise these Terms from time to time in the following circumstances:

changes in relevant laws and regulatory requirements; and
annually to ensure that our price remains financially viable.

If We have to revise these Terms under clause 0, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 0.

You may make a change to the Support Agreement for Services within 14 calendar days of placing a Support Agreement by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Support Agreement in accordance with clause 0 in these circumstances.

If you wish to cancel a Support Agreement before it has been fulfilled, please see your right to do so in clause 0.

PROVIDING SERVICES

We will supply the Services to you from the date agreed between Us in writing and until the estimated completion date set out in the Support Agreement.

We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 0 for Our responsibilities when an Event Outside Our Control happens.

We will need certain information from you that is necessary for Us to provide the Services, for example, your child's educational attainments, most recent school reports etc. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 0, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services

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while they are suspended under this clause 0 but this does not affect your obligation to pay for any invoices We have already sent you.

If you do not pay Us for the Services when you are supposed to as set out in clause 0, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 0). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 0.

IF THERE IS A PROBLEM WITH THE SERVICES

In the unlikely event that there is any problem with the provision of the Services:

please contact Us and tell Us as soon as reasonably possible;

please give Us a reasonable opportunity to resolve the problem; and

We will use every effort to resolve the problem within 24 hours where the problem might affect vulnerable people living in your property (such as children or elderly or disabled persons) and We will use every effort to resolve the problem as soon as reasonably practicable in all other circumstances. and, in any event, within 14 days.

You will not have to pay Us for the time spent resolving a problem with the Services under this clause 0.

As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau, Trading Standards office or from any solicitor who provides advice on consumer rights. Nothing in these Terms will affect these legal rights.

PRICE AND PAYMENT

The price of the Services will be set out in Our price list in force at the time We confirm your Support Agreement. Our prices may change at any time, but price changes will not affect Support Agreements that We have confirmed with you.

These prices include VAT. However, if the rate of VAT changes between the date of the Support Agreement and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect,

Your rights to a refund on cancellation are set out in clause 0. We will invoice you either in advance in full or monthly in arrears until the Services are completed. Each invoice will quote the Savvy Reference number. You must pay each invoice in cleared monies within 30 calendar days at the date of invoice by a method indicated on the invoice.

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If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 0 will not apply for the period of the dispute.

OUR LIABILITY TO YOU

If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

If We are providing Services in your property, We will make good any damage to your property caused by Us while performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of performance by Us.

We do not exclude or limit in any way Our liability for:

- death or personal injury caused by Our negligence or the negligence of Our contractors or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third

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parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

We will contact you as soon as reasonably possible to notify you; and

Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 0. We will only cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 0.

YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

Before We begin to provide the Services, you have the following rights to cancel an Support Agreement for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 0 to your material disadvantage:

You may cancel any Support Agreement for Services at any time before the start date for the Services or within 14 calendar days of placing an Support Agreement by contacting Us. We will confirm your cancellation in writing to you.

If you cancel a Support Agreement under clause 0 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

However, if you cancel a Support Agreement for Services under clause 0 and We have already started work on your Support Agreement by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Support Agreement, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Support Agreement because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

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Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;

We go into liquidation or a receiver or an administrator is appointed over Our assets;

We change these Terms under clause 0 to your material disadvantage;

We are affected by an Event Outside Our Control.

OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

If We have to cancel a Support Agreement for Services before the Services start:

We may have to cancel a Support Agreement before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

If We have to cancel a Support Agreement under clause 0 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

Where We have already started work on your Support Agreement for Services by the time We have to cancel under clause 0, We will not charge you anything and you will not have to make any payment to Us.

Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

you do not pay Us when you are supposed to as set out in clause 0. This does not affect Our right to charge you interest under clause 0; or

you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

INFORMATION ABOUT US AND HOW TO CONTACT US

We are a company registered in England and Wales. Our company registration number is 08399252 and Our registered office is at Tremough Innovation Centre, Penryn, Cornwall TR10 9TA. We are not currently registered for VAT.

If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01326 576 444 or by e-mailing Us at admin@savvyeducation.co.uk.

If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Tremough Innovation Centre, Penryn, Cornwall TR10 9TA or by e-mailing Us at admin@savvyeducation.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Support Agreement.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to Us to:

- provide the Services;
- process your payment for such Services; and
- inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

We will not give your personal data to any third party other than the Consultant Companies and Individual Tutors who will be providing the Services.

OTHER IMPORTANT TERMS

We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

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Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.