



**Effective from 20<sup>th</sup> August 2024. By providing your first payment after this date for tuition lessons with JM Primary Tuition, then you are accepting and agreeing to these Terms and Conditions indefinitely and consenting to the GDPR Privacy Policy.**

JM Primary Tuition (further mentioned as 'I', 'me', 'my' or 'myself') reserves the right to make changes to these Terms and Conditions from time to time; parents/carers will be notified beforehand.

### **1. Registration**

**Please see the Privacy Policy on pages 5 and 6 for more information about your data.**

Clients are required to provide adequate contact details and inform me of any changes; this allows effective communication and necessary contacts in case of an emergency:

- Essential information required: pupil's first name, year group, parent(s)/carer(s)' name(s), email address(es) and phone number(s).
- Please ensure that you provide contact numbers for all adults who are likely to be supervising the tuition lessons; this is to ensure that I can contact them in case of emergencies or technological breakdowns.
- Optional but useful information: postal address and the name of the pupil's school – this can be useful to see teaching methods used, any schemes of work and curriculum they follow, which are often displayed on individual school websites.

### **2. Booking and Payment**

- Charges for lessons are as per the rates given at the time of booking; all fees are set and are not open to negotiation. By booking a regular time slot, you agree to pay for and attend all available lessons on your chosen day/time during term time unless you have been informed that there will be no tuition that week, or if you have emailed at least one week prior to the beginning of the month that you cannot attend on a particular date, including notice on holidays.
- Lessons during term time need to be paid for in advance of the calendar month. Term dates are issued to you beforehand.
- Invoices are managed through the TutorBird portal and should be paid by BACS transfer in advance before the first day of the calendar month. Invoices are sent at least five days before the end of each month. Details on how to pay and specific dates are provided on each invoice sent to you.
- Non-payment of fees - JM Primary Tuition reserves the right to refuse to allow the pupil to attend tuition if fees are unpaid.
- New pupils: payment secures your booking. The first lesson needs to be paid for in advance by the date specified by me. After the first lesson, if parents/carers decide to book further lessons, then these will be invoiced separately.
- Extra lessons during school holidays can sometimes be arranged subject to availability and are invoiced in the usual way.

### 3. Absences, Cancellations and Termination

- Cancelled/missed lessons are non-refundable, as these lessons require my commitment. If you agree to a weekly lesson, then you commit to attending and avoid cancelling wherever possible, as this time has been allocated solely for the pupil. Refunds are not offered for missed lessons. If you cannot make the usual day or time due to unforeseen circumstances (including reasons such as sickness), then with at least 48 hours' notice, I will attempt to reschedule, if possible, but this cannot be guaranteed. Please note - rescheduling is subject to limited availability and if we can't find a mutually convenient time slot during the week following the cancelled lesson, then you will still be charged.
- In the rare occurrence that lessons are cancelled by me, I will give you as much notice as possible and the cost of the lesson will be deducted from your next invoice unless a rescheduling time can be mutually agreed. I will give you notice of any planned holiday.
- Termination of the tuition contract needs to be made in writing/email with a two-week notice period.

### 4. Safeguarding

**For safeguarding purposes, a parent/carer or another responsible adult must be nearby and within earshot of the pupil for the duration of the Zoom lesson and available for the pupil if needed. Online tuition needs to be from an open room such as a kitchen, living, dining room rather than bedrooms whenever possible; if this is unavoidable, please ensure the environment is appropriate, an adult must be nearby and doors must be left open.**

**Please also see the Safeguarding Policy by JM Primary Tuition.**

- I have a live enhanced DBS check on the government's Update Service. Everything possible is done to safeguard the pupils, but it is the parents/carers' responsibility to ensure that the pupil is using the internet safely.
- Communication - I only ever communicate with pupils during their allocated and consented tuition lesson on Zoom. All other communication is through the parents/carers' contacts and never with the pupil personally. Only communications directly from the parents/carer are ever responded to.
- Children will not be photographed or recorded during the lesson without prior consent from the parent/carer.
- My Zoom and TutorBird accounts are password protected with the waiting room enabled for Zoom calls, this means that no one else can enter the call.  
**Parents/carers must not share TutorBird logins and Zoom links with anyone else.**
- I do everything possible to safeguard children and regularly keep up to date with the necessary safeguarding training.

### 5. Limitation of Liability

I strive to provide the best possible service, however, as in any educational setting, teaching and tutoring do not guarantee understanding and retention of information by the pupil. I cannot be held responsible for the academic success of pupils including results of assessments or tests whether formal or informal. To the maximum extent permitted by law, I accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of my services or any errors or omissions in the content of my learning materials.

## **6. Time Keeping and Parental Involvement**

- Unless otherwise arranged, online lessons are 30 minutes, 45 minutes or 60 minutes.
- In the unlikely event that I am late, time will be added onto your lesson (if possible), or you will be given more time in a subsequent lesson (once mutually agreed). If a pupil is late, time will not be added onto the lesson.
- If a pupil is late, then I will be online for the first 15 minutes of the lesson. If the parent/carer can email or message, then that would be very helpful. If not, I will leave the lesson after 15 minutes, but you will still be charged.
- If you wish to speak to me about the pupil's progress online, then please do so during the first few minutes or the last few minutes of the lesson. Lessons cannot go over the scheduled time as lessons are organised back-to-back. Communications can also be made with me by email/text/WhatsApp.
- Short notes after most lessons to state topics covered and how well the pupil managed the work are sent through TutorBird, which can also be received by email should you remain opted into this.

## **7. Pupil Expectations and Behaviour**

- Please keep distractions to a minimum to make sure that the environment supports learning.
- Pupils require a notepad and pencil or pen for writing notes during their lesson.
- There must not be any photos, or any recordings taken during the online lessons without written prior consent by myself.
- Parents/carers are responsible for ensuring that the pupil knows how to behave well. I reserve the right to cancel any bookings for pupils whose behaviour is unacceptable. You will receive a refund for outstanding lessons if this needs to be enforced.

## **8. Online Lesson Information**

- You require a laptop or desktop PC with a webcam, microphone, speakers and a good internet connection. Chromebooks and iPads/tablets are also possible, but please be aware that not all these devices are compatible for sharing control for games and annotation etc. It is recommended that online lessons take place on the largest screen possible to help the pupil have the best chance at reading the shared text.
- Pupils should have their webcam turned on unless there is a reason that this is not possible. This enables me to gauge the pupil's understanding of the concept being taught and assists in building a rapport between tutor and pupil.
- It is recommended that all equipment is set up and tested at least five minutes before the lesson takes place. This allows time for any technical issues to be resolved. Please ensure that equipment is charged (if necessary) ahead of the lesson.
- Each lesson is scheduled on TutorBird and contains a Zoom joining link, which includes ID/password with the waiting room enabled.

### **9. Additional Expectations for Online Group Lessons**

- All pupils must have their webcams turned on - this is to ensure that I know exactly who is viewing the lesson (for safeguarding purposes) and helps me to gauge pupils' understanding of the concept being taught.
- Ensure background is suitable, e.g. no certificates on walls with full names or visible logos (e.g. school) which would make pupils identifiable.
- Pupils must not share their full name or any details that would make them identifiable within the group.
- Pupils must ensure that only their first name and first initial from surname are shown on their Zoom screen.
- If there are only two pupils in a group and the other family stops their participation in the group lesson, I would contact you as soon as possible and you would have the choice to:
  - Use an allocated time slot for a 1:1 lesson (if available) at the 1:1 current price specified until another family signs up.
  - Cease tuition until another family signs up to the group lesson.

### **10. Tutoring Lesson Format**

- I use my own ongoing teacher assessment plus discussions with the parent/carer to plan lessons to develop or fill gaps in their knowledge. I teach and reinforce subject areas that the pupil requires. This is done by building their confidence and creating a structure based on their individual needs.
- Parents/carers can request that I reinforce any topics that the pupil needs to work on with at least two days' notice for planning purposes.
- I can work through homework set by the school with at least two days' notice by the parent/carer. The parent/carer could email describing the content (e.g., adjectives, fractions etc) or attach a photograph of the homework task.
- Praise and constructive feedback are given during each online lesson to the pupil and often included in lesson notes to the parent/carer. Parents/carers have the option for the pupil to be included in an award system, which enables pupils to earn points for their efforts and/or successes each lesson. The pupil can be awarded with an e-certificate, or through the post (if agreed) for every multiple of 100 points. Please note that when the award chart is shared with each pupil, all my pupils' point totals are visible, but names are replaced by a pseudonym or initials along with their year group number.

### **11. Special Requests**

Special requests will be charged. Examples include:

- The completion of a form/questionnaire e.g., for educational psychologists or other education professionals.
- A written report regarding the pupil's progress.  
Please note that short notes feeding back at the end of lessons is included in your tuition fee (see last point in section 6).
- Setting and/or marking of homework or any other assignments outside of the allocated paid lesson.



## *Privacy Policy (GDPR)*

This Privacy Policy explains how JM Primary Tuition (referred to as 'I', 'me', 'my' or 'myself') collects information from you and the measures taken to ensure the protection of personal data collected and processed during the provision of tutoring services. When you provide me with your personal data, you consent to me processing all such data as set out in the Privacy Policy.

This policy applies to information collected by me in any manner described in the Privacy Policy.

I act as the data controller; I'm responsible for collecting and processing personal data for tutoring purposes and aim to protect your data and privacy. This is in line with the GDPR (General Data Protection Regulation), Data Protection Act 2018, which controls how personal information is used by businesses. I am registered with the Information Commissioner's Office (ICO). The ICO aims to protect individuals with their own data, ensuring any business, who processes personal information, respects those rights.

### **Types of Personal Data Collected**

The personal data I collect and hold comes from you as the parent/carer and through working with the pupil. The information held will be what has been provided by the parent/carer through the initial registration and any subsequent information provided by the parent/carer through messages, emails, notes from phone calls etc. Interaction with parents/carers on social media sites is only undertaken via JM Primary Tuition accounts. I only hold the data needed to provide the services you engage me to provide. Contact information is used for scheduling, invoicing, record keeping and communicating my own services.

Personal data may include:

- Pupil information: name, year group, school, general academic performance through lesson plans, lesson evaluation notes, assessments of their progress/skills, testing outcomes etc.
- Parent/carer information: name(s), address, email address(es), phone numbers(s), records of emails, text/WhatsApp messages and any specific instructions or requirements you provide related to the tuition.

### **Purposes of Processing Personal Data**

The personal data collected will be used for the following purposes:

- To establish and maintain effective communication with the parent/carer regarding tutoring arrangements and progress updates.
- To assess the pupil's academic needs and develop personalised tuition plans.
- To monitor and track the pupil's progress and provide feedback
- To fulfil any legal or regulatory obligations that may arise.

### **Legal Basis for Processing Personal Data**

The processing of personal data is necessary for the performance of the tutoring services and is based on one or more of the following legal grounds:

- Consent: when explicit consent has been obtained from the parent/carer.
- Contract: when the processing is necessary for the performance of the tutoring contract.
- Legal obligation: when processing is required to comply with applicable laws.

### **Data Retention**

Personal data will be retained for as long as necessary to fulfil the purposes outlined in this policy or as required by law.

### **Data Security**

Personal information is managed through the TutorBird portal, so the protection of which is covered by [TutorBird's Policy](#).

An exception to this, is where correspondence between me and parents/carers occurs via email, text (SMS) or WhatsApp messaging.

All reasonable steps are taken to ensure your data is processed and stored securely.

### **Data Sharing and Third Parties**

In the case of safeguarding, procedures need to be followed to ensure that all my pupils are safeguarded accordingly, therefore data may be confidentially shared with appropriate authorities when needed.

Your data will only be shared if there is a legal requirement to do so, e.g., to enforce or defend legal claims.

I do not sell, rent, or share personal data with third parties for marketing purposes.

### **Individual Rights**

Personal data is kept for as long as is necessary to fulfil the purposes it was collected for as required by law.

When information is no longer required to be retained, then it is erased or anonymised.

Under the GDPR, individuals have certain rights regarding their personal data. As a data subject, you have the right to:

- Access your personal data and obtain information about its processing.
- Rectify any inaccuracies or incomplete personal data we hold about you.
- Erase your personal data, subject to legal obligations or legitimate reasons for retention.
- Restrict or object to the processing of your personal data under certain circumstances.
- Portability of your personal data to another data controller, if technically feasible.
- Withdraw consent for the processing of personal data, where applicable. As per GDPR regulations, you reserve the right to see or receive a copy of all personal information relating to this tuition agreement.

To exercise these rights or for any enquiries or concerns regarding the processing of personal data, please contact me using the contact information provided in this policy.

### **Related Policies and Updates**

This Privacy Policy should be read alongside the Terms and Conditions and Safeguarding Policy by JM Primary Tuition.

I reserve the right to update or modify this Privacy Policy as necessary. Any updates will be communicated through appropriate channels.

**Effective from 20<sup>th</sup> August 2024.**

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**Terms and Conditions/Privacy Policy reviewed and updated: 20/08/2024  
Reviewed by Julia McKinnon – JM Primary Tuition**