



GREENE'S TUTORIAL COLLEGE

— Oxford —

## General Terms and Conditions

### 1. Definitions

- a) Greene's Tutorial College (Greene's) is a company limited by guarantee registered in England as number: 5553889. Our aims and activities are described on our website: [www.greenes.org.uk](http://www.greenes.org.uk).
- b) A Student is an individual of any age who is attending Greene's for the purposes of receiving tuition, usually in the form of one-to-one tuition, and/or to sit a public examination.
- c) Parents, including guardians, are those who have parental or legal responsibility individually and jointly for Students under the age of 18. Parents are expected to give their support and encouragement to the aims of Greene's, to uphold its good name, and to ensure that a Student in their care maintains appropriate standards of individual study, punctuality and behaviour.
- d) Tutors are those individuals engaged by Greene's from time to time and as required to provide tuition, usually in the form of one-to-one tuition.
- e) The fees list, as varied from time to time, is part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of Students or Parents. Any waiver to any part of these Terms and Conditions is effective only if given in writing by Greene's.
- f) Students are considered as candidates for attendance at Greene's upon completion and receipt of the relevant acceptance form and initial payment requested.

### 2. Care, conduct and health

- a) **Care:** Parents authorise Greene's while in *loco parentis* or acting on behalf of a Student who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard the Student's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for tuition and for providing comfort to a Student in distress or to maintain safety and good order or in connection with the Student's health. Parents consent also to emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the Student's welfare and if the Parents cannot be contacted in time.
- b) **Conduct:** We attach importance to integrity and good manners. Greene's does not have set rules but Students are expected to work hard, be punctual, well-organised and respectful towards others.
- c) **Health:** Greene's may at any time require a medical opinion or certificate as to the Student's general health. Students and/or Parents must inform Greene's in writing of any known medical condition, health problem – either physical or mental – or allergy that the Student may have. Students attending Greene's full time for a year or more should register with a local doctor (General Practitioner); others needing medical attention can be seen as temporary patients. Students are also advised to consider taking out medical insurance privately.

3. Fees and Extras

- a) **Items covered:** *Fees* cover individual, shared and group tuition, supervised practical work, mock examinations and other tests and public examinations. The cost of other items incurred by Greene's or the Student may be charged as *Extras*. *Extras* include, and are not limited to, the cost of lodgings, charges for IELTS and other external examinations, fees of clubs and societies, university and UCAS application fees and the provision of books and other learning materials.
- b) **Payment of fees and extras:** Before attendance at Greene's, Students or Parents are given an estimate of the cost of likely fees and extras that their agreed course of study will incur. Arrangements for tuition, lodgings, or any other activities that the Student may wish to pursue will not be made until this estimate has been agreed to and paid.
- c) **Additional fees and extras:** During a course of study Students may require tuition, examinations, extras and/or items other than and/or in addition to those initially estimated of which Parents and/or Students will usually be informed in advance. However, Parents and/or Students also authorise Greene's at its sole discretion and as necessary to make any additional and/or other arrangements that may result in additional fees and extras and also agree to pay any consequent additional costs.
- d) **Refund of fees and extras:** By prior agreement with Greene's and with the exception of fees for public examinations, which are not refundable, and subject to the terms and conditions of point 5 below, Students or Parents may either be refunded or credited any amount of fees, or extras that have been invoiced and paid but not used. Fees will not be refunded, waived or credited for absence through a Student's lack of attendance at any pre-arranged tuition or practical session of any form for any reason unless agreed by Greene's in writing at least 24 hours in advance.
- e) **Responsibility for payment:** The payment of fees and extras is the joint and individual responsibility of each person who has signed the acceptance form or who has parental responsibility for the Student or given instructions in relation to the Student. A Student may be refused attendance at Greene's, to sit a public examination and/or access to public examination results while any payments due remain unpaid.
- f) **Payment by a third party:** An agreement with a third party to pay any sum due to Greene's does not release Parents or Students from any liability under these terms and conditions unless otherwise agreed to in writing. Greene's reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- g) **Late payment:** The right is reserved to make late payment charges composed of interest calculated on a daily basis at 2% per month on any sums outstanding and all administration and legal costs in relation to any sums that are unpaid.
- h) **Payment by instalment:** An agreement by Greene's to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments is concessionary.

4. Extras
- a) **Lodgings:** Greene's does not provide accommodation but can help Students and their Parents find suitable accommodation in Oxford. Students and their Parents are free and encouraged to make their own accommodation arrangements. Students and their Parents should be aware that the costs of booked accommodation are payable in advance and are often not refundable.
  - b) **University application, external examination and club and society fees:** Greene's is obliged to pass on the costs charged for university application, external examination, clubs and societies and other activities. Students and/or Parents should be aware that these costs are often not refundable.
  - c) **Learning materials:** Students may need to purchase learning materials such as, but not limited to, books, artist's supplies or laboratory supplies. Greene's will normally charge a Student for the costs of such materials where they are specifically needed for the Student's studies. Whilst Greene's will try to ensure that Students and/or Parents are in prior agreement with such purchases, Students and/or Parents also authorize Greene's to make such purchases at its sole discretion and as necessary and also agree to refund the costs of such purchases.
5. Cancellation and ceasing attendance
- a) **Cancellation:** An amount of £250 or the total amount of fees not used, whichever is smaller, plus any non-refundable extras due but not used during each period from 1<sup>st</sup> August to 31<sup>st</sup> July, is forfeited upon cancellation of a course of study at Greene's. Cases of serious illness or genuine hardship may receive special consideration on written request to Greene's.
  - b) **Discontinuation:** Once a course of study has been started and should a Student wish to discontinue or is withdrawn an amount of £250 or the total amount of fees plus any non-refundable extras due but not used, whichever is smaller, is forfeited upon the decision to discontinue. Cases of serious illness or genuine hardship may receive special consideration on written request to Greene's.
  - c) **Withdrawal:** It may be necessary for a Student to be withdrawn from Greene's. This may be because the conduct or academic progress of the Student has been unsatisfactory; or that the Student is unwilling or unable to profit from the educational opportunities offered by Greene's; or that a Student's conduct is prejudicial to the progress of other Students or the reputation of Greene's. Whilst Greene's will act fairly and will not ask for a Student to be withdrawn other than in grave circumstances, any decision for a Student to be withdrawn is made at Greene's entire and sole discretion.

6. General Conditions
- a) **Special precautions:** Greene's needs to be aware of any matters that are relevant to a Student's security and safety. Greene's must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Student for whom any special safety precautions may be needed.
  - b) **Liability and insurance:** Greene's does not, unless negligent, accept responsibility for accidental injury or loss of property nor does it accept responsibility for the actions and conduct of the Tutors it engages. Greene's undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of Students or Parents including insurance of the Student's personal property whilst at Greene's or a tutorial, or on the way to or from Greene's or a tutorial or on any college sponsored activity away from Greene's. Neither Greene's nor the tutor(s) are the agent of the Student or the Parents for any purpose related to insurance.
  - c) **Student's personal property:** Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly identifiable as to its owner.
  - d) **Confidentiality:** Greene's will take great care to preserve the confidentiality of information concerning the Student and Greene's has notified the Information Protection Commissioner's office of the use to which such information may be put and under the terms of the *Data Protection Act 1998*. Students and/or Parents, however, consent on behalf of themselves and the Student to Greene's obtaining, holding, using and communicating, on a 'need to know' basis, confidential information which in the opinion of Greene's, is material to the safety, welfare and/or academic progress of the Student and others. Students and/or Parents also consent to Greene's communicating with any other school, college or university that the Student attends or has attended or proposes to attend concerning the Student's safety, welfare and/or academic progress.
  - e) **Examinations, reports and references:** Greene's will only enter a Student's name for an examination if it is in the best interests of the Student. Information supplied to Students and/or Parents and others concerning the progress and character of a Student and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of Greene's.
  - f) **Interpretation:** These terms and conditions supersede any previous versions and are construed as a whole. Headings are for ease of reading only and are not otherwise part of the terms and conditions.
  - g) **Jurisdiction:** This contract was made at Greene's and is governed exclusively by English Law.