StepWise Tuition

TERMS OF USE

These terms apply when you use our website, enquire about tuition, book lessons or classes with StepWise Tuition, or register with us as a tutor.

Each 1-to-1 booking is also covered by a signed Client Contract (our Agreement for the Supply of Tuition Services) and its Assignment Details. These terms explain that contract in plain English. If the two ever differ, the signed Client Contract applies. Nothing in these terms or the Client Contract affects your legal rights as a consumer.

Words we use

- **"We", "us"** means StepWise Tuition Ltd.
- **"Client"** means the parent, guardian, school or organisation that books tuition with us. **"You"** means the Client.
- **"Student"** means the person receiving tuition.
- **"Tutor"** means a self-employed tutor whose services we supply, including any approved substitute.
- **"Founders"** means the founders of StepWise Tuition, who are your point of contact.
- **"Business Day"** means Monday to Friday, excluding bank holidays in England.

1. About Us

StepWise Tuition Ltd is a limited company registered in England and Wales.

- **Company number:** 17065847
- **Registered office:** The London Office, 167–169 Great Portland Street, 5th Floor, London W1W 5PF
- **Email:** info@stepwisetuition.org
- **Phone:** 07449 183807
- **ICO registration number:** ZC193740

2. How Our Service Works

We find, check and supply experienced, self-employed Tutors for 1-to-1 tuition, online and in person. We also run our own group classes (see section 11).

Who you contract with	StepWise Tuition Ltd, under the Client Contract
Who you pay	StepWise Tuition, at the hourly fee in your Assignment Details
Who pays the Tutor	We do

Who decides how lessons are taught	The Tutor, as an independent professional
Your point of contact	The StepWise Tuition Founders (see section 6)

Tutors are self-employed. They are not employees of StepWise Tuition or of the Client. Neither we nor the Client supervise, direct or control how a Tutor teaches. If you would like to influence how lessons are taught, beyond agreeing the subject, level and goals with us, please tell us first.

We will try to match each Student with a suitable Tutor. We are not obliged to supply a Tutor for every request.

3. Booking and When the Agreement Starts

1. **Tell us what you need.** Contact us through our website, by email or by phone. Let us know the Student's subject, level, goals, preferred times, whether you want lessons online or in person, and any special skills or qualifications you want the Tutor to have.
2. **We propose a Tutor.** Before the first lesson, we confirm the Tutor's identity, their experience and qualifications, their safeguarding checks (see section 9), and that they are willing to teach the Student.
3. **You receive your Client Contract.** It includes Assignment Details setting out the Tutor, subject and level, location (online or in person), lesson length, start date, hourly fee, how often we invoice, and the notice period.
4. **The agreement starts** when you sign the Client Contract.

Changing your lessons. To change the length, frequency or scope of lessons, please email the Founders. We will reply in writing and confirm any change to the fee before it applies.

4. Fees and Payment

Your fee. You pay us an hourly fee for each hour of tuition. Your Assignment Details set the exact fee. It covers the Tutor's time and our matching, vetting and support.

How often we invoice	After each Lesson
When payment is due	Within 7 days of the invoice date
How to pay	Through Stripe, using the payment link on your TutorCruncher invoice
What we invoice	Hours of tuition delivered, as recorded by the Tutor, plus any late-cancellation charges (section 5)

Questions about an invoice. Please tell us within 7 days of receiving an invoice if you think it is wrong, and we will check the lesson records with you. Please do not discuss fees or invoices with your Tutor (see section 6).

Late payment. If an invoice is not paid on time, we may pause lessons until it is paid. We may also charge interest on the overdue amount. Business Clients, such as schools, may be charged interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Price changes. If a change in the law increases what it costs us to supply a Tutor, we may increase the fee. We will give you at least 30 Business Days' written notice, and you can end the agreement before the increase takes effect.

5. Lessons, Cancellations and Missed Lessons

Lessons cancelled with at least 1 Business Day's notice are free. Later cancellations, and lessons missed without telling us, are charged in full.

Situation	What happens
You cancel with at least 1 Business Day's notice	Not charged
You cancel with less than 1 Business Day's notice	Charged in full
The Student misses the lesson without telling us	Charged in full
The Student arrives late	The lesson ends at the usual time and is charged in full
The Tutor arrives late	The Tutor makes up the time at the end of the lesson or in another lesson
The Tutor cancels	We arrange a suitable substitute Tutor or a new time. If we cannot rearrange the lesson within 7 Business Days, we give you a free 1-hour lesson.

Example: to cancel a lesson at 5pm on Monday free of charge, tell us by 5pm on the Friday before.

How to cancel. Email the Founders at info@stepwisetuition.org or call 07449 183807. Please do not cancel with the Tutor directly.

Substitute Tutors. A Tutor may arrange for a suitably qualified substitute to teach a lesson. We will send you the substitute's details first, and you can refuse a substitute you reasonably believe is unsuitable.

If the first lessons are not right. If you are unhappy with the Tutor within 24 hours of the start date, tell us in writing. We will try to find a replacement Tutor. If we cannot do so within 14 Business Days, you can end the agreement.

6. Communicating With Us and With Tutors

The StepWise Tuition Founders are your single point of contact for everything about your tuition, including scheduling, feedback, complaints, fees and invoices.

- **Contact:** Gino La, at info@stepwisetuition.org or on 07449 183807

Unless a Founder agrees otherwise, please do not contact your Tutor outside a scheduled lesson. This includes:

- Asking for extra lessons or changes to the schedule
- Discussing fees, invoices, refunds or payments (Tutors cannot agree fees for us)
- Giving feedback or complaints about teaching
- Contacting the Tutor by personal phone, email, WhatsApp, social media or any channel we have not set up

If a Client tries to get around these rules, for example by contacting a Tutor privately or arranging lessons or payments directly, we may suspend or end our services. Fees for lessons already delivered remain payable, and section 12 may also apply.

Safeguarding comes first. If you are worried about a child's safety, contact us straight away (see section 9).

Respect for Tutors. Clients must not harass Tutors, or discriminate against them unlawfully.

7. Refunds and Ending the Agreement

No guarantee of results. We will take reasonable care to provide high-quality tuition. A Student's progress also depends on their own effort and on things outside our control, so we cannot guarantee particular grades or exam results, and we do not give refunds on that basis.

Refunds.

- If a lesson is not delivered with reasonable care and skill, you can ask us to repeat it or, if that is not possible, reduce the price.
- Any other refund is at the Founders' discretion.

Ending the agreement. You can end the agreement at any time by giving us 7 Business Days' notice in writing. Fees for lessons delivered, or cancelled late, before the end date remain payable.

We may end the agreement:

- At once, if you do not pay an invoice on time, or you seriously breach these terms. If the breach can be put right, we will first give you 7 days to do so.
- At once, if the Tutor can no longer teach and we cannot find a suitable substitute.
- With 7 Business Days' notice, for any other reason.

8. Online Lessons and Recordings

Platform. Online lessons take place through TutorCruncher, or another platform we agree with you in writing.

Equipment. The Student needs a device with a microphone, a stable internet connection and a quiet place to learn. A camera is optional. If a lesson is disrupted by technical problems on either side, the Tutor will make up the lost time or reschedule the lesson within a week.

All online lessons are recorded, including video, audio and chat. We record lessons to:

- Keep Students and Tutors safe
- Check and improve teaching quality
- Let Students rewatch lessons for revision
- Resolve any complaint or dispute

Recordings are stored securely. Only StepWise Tuition staff and, where needed, the Student and their parent or guardian can access them. We keep each recording for 12 months from the date of the lesson, unless one is needed for a safeguarding concern or complaint. In that case, we keep it until the matter is closed. We never use recordings in marketing without separate written consent from the parent or guardian.

In a group class, recordings will include other Students. Students can keep their camera off if they prefer.

Our Privacy Policy explains in full how we handle recordings.

9. Safeguarding, Tutor Checks and SEN

Tutor checks. Before a Tutor teaches your child, we carry out these checks:

Check	What we do
Enhanced DBS check	Every Tutor holds a current Enhanced DBS certificate. We record the certificate number, date and outcome.
References	We obtain two references from people who are not the Tutor's relatives, and can share copies with you
Qualifications	We check the Tutor's qualifications and experience, and can share copies with you

Check	What we do
Right to work	The Tutor confirms they have the right to work in the UK
Interview and identity	We interview every Tutor and check their identity

If we cannot obtain any of this information, we will tell you what we have and what steps we have taken.

Special educational needs (SEN). Please tell us about any SEN, so the Tutor can adapt lessons. We record this only with your explicit consent and share it only with the Student's Tutor. We delete it when tuition ends. You can withdraw consent at any time.

Raising a concern. If you are worried about a child's safety or wellbeing, contact our Designated Safeguarding Lead straight away: Adam Yacoubi, on 07832 979291. If a child is in immediate danger, call 999.

Supervision. For Students under 18, an adult must be at home during online lessons. In-person lessons take place in a shared room, not the Student's bedroom, with the door open so an adult can come in at any time.

Our safeguarding policy is available on request.

10. Student Behaviour

We want every lesson and class to be a safe, focused place to learn. Students are expected to:

- Arrive on time and ready to learn, with the materials they need
- Treat Tutors and other Students with respect, online and in person, and never use offensive language or behaviour
- In online lessons, use their microphone to take part when asked and use the chat only for the lesson. Students do not have to turn their camera on
- Complete any homework or practice their Tutor sets

If behaviour is a problem. We will first talk to the parent or guardian about it. If the problem continues, we may give a written warning, remove the Student from a group class, or end tuition. Fees for lessons already delivered remain payable.

We will always act straight away if a Student's behaviour puts themselves or others at risk.

11. Group Classes

We also run small-group classes, online and in person. They are not covered by the 1-to-1 Client Contract. When you book a place, we confirm the class details in writing, including the subject and level, price, dates, location and how to pay. Sections 6 to 10 and 13 to 15 of these terms also apply to group classes.

12. Hiring a Tutor Directly

We invest time and money in finding, checking and supporting our Tutors. If you hire a Tutor we introduced without going through us, a conversion fee applies. This also applies if anyone you pass the Tutor's details to hires them.

When the fee applies. You hire, or arrange lessons with, a Tutor we introduced, other than through us:

- **If the Tutor has taught the Student through us:** within 8 weeks after their last lesson, or 14 weeks after their first lesson, whichever ends later.
- **If the Tutor has not taught the Student through us:** within 6 months of our introducing them.

How much. 20% of what the Tutor would be paid in the first 12 months. If that is not known, it is worked out as 500 hours at your hourly fee. The minimum fee is £500. For example, at £35 an hour the fee would be £3,500.

The alternative. Instead of paying the fee, you can tell us in writing within 7 Business Days that you would like to book at least 10 more hours with the Tutor through us, on the same terms. If you then hire the Tutor directly before those hours are used, the fee is reduced in proportion to the hours you paid for.

The fee is not refundable if the arrangement with the Tutor later ends.

13. Our Liability

We are responsible for loss or damage you suffer that is a foreseeable result of us breaking these terms or failing to use reasonable care and skill.

We are not responsible for:

- Exam grades or academic results (see section 7)
- Loss that was not foreseeable when the agreement was made
- For business Clients: loss of profit, business, revenue or goodwill, or any indirect loss

For business Clients, our total liability for any claim is limited to the greater of £10,000 or the fees due to us under the agreement.

Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else the law does not allow us to limit. Nothing affects your legal rights as a consumer.

14. Tutors

Tutors who register with us sign a separate Tutor Contract. In summary:

- **No fees.** We never charge Tutors a fee for finding them work.
- **Self-employed.** Tutors work as independent, self-employed contractors, and are responsible for their own tax and National Insurance. Tutors decide how to teach.
- **Payment.** We pay Tutors for lessons delivered at the end of each month.
- **Lesson records.** Tutors record every lesson delivered, cancelled or missed through TutorCruncher, so we can invoice Clients accurately.
- **Standards.** Tutors teach with reasonable skill and care, give at least 24 hours' notice if they cannot teach, and follow our safeguarding and communication rules.
- **Recording.** Tutors teach online lessons through our platform, so lessons are recorded (see section 8).
- **Confidentiality.** Tutors keep information about Clients and Students confidential, and use it only for their lessons.
- **Substitutes.** A Tutor may send a suitably qualified substitute, after telling us first.
- **Teaching materials.** Tutors keep ownership of materials they create. Clients can use those materials for the Student's learning.
- **Ending.** Tutors can stop working through us by telling us, one month notice period.

15. Complaints, Disputes and General Terms

Complaints. If you are unhappy with any part of our service, please email the Founders at info@stepwisetuition.org.

Disputes. If we cannot settle a dispute between us, we both agree to try mediation in good faith, under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, before going to court. This does not stop a consumer from going to court.

Privacy. We handle personal information as our Privacy Policy describes.

Changes to these terms. We may update these terms. The latest version will always be on our website. A signed Client Contract can only be changed in writing, signed by both sides.

General.

- If a court finds any part of these terms invalid, the rest still applies.
- Only you and StepWise Tuition Ltd can enforce these terms. No one else has rights under the Contracts (Rights of Third Parties) Act 1999.
- You may not transfer your rights under the agreement to anyone else without our written consent.
- These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction. Consumers living in Scotland or Northern Ireland may also bring proceedings in their local courts.

Contact us. For any question about these terms, please contact us at:

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