#### MONARCH TUTORS LTD

#### **TERMS OF SERVICE & CANCELLATION POLICY**

Last Updated: August 2025

#### 1. TERMS OF SERVICE

#### 1.1 About These Terms

These Terms of Service ("Terms") govern your use of tutoring services provided by Monarch Tutors Ltd, a company registered in England and Wales ("we," "us," "our," or "Monarch Tutors").

By engaging our services, you ("you," "your," or "Client") agree to be bound by these Terms and our Privacy Policy.

### 1.2 Our Services

Monarch Tutors provides premium educational tutoring services including but not limited to:

- One-to-one tutoring sessions (in-person and online)
- Group tutoring sessions
- Educational assessments and progress monitoring
- Academic consultation services
- Educational resources and materials

### 1.3 Eligibility and Capacity

Services may be purchased by:

- Adults (18+) for themselves or as parents/guardians for minors
- Educational institutions or organisations
- Legal guardians acting on behalf of students

If you are under 18, your parent or legal guardian must agree to these Terms on your behalf.

## 1.4 Booking and Scheduling

**Initial Consultation:** We offer an initial consultation to assess learning needs and match students with appropriate tutors.

**Session Booking:** Sessions must be booked through our designated booking system or directly with your assigned tutor coordinator.

**Scheduling Changes:** Changes to scheduled sessions require at least 24 hours' notice (see Cancellation Policy below).

**Tutor Assignment:** We reserve the right to assign or reassign tutors based on availability, expertise, and student needs.

### 1.5 Payment Terms

Fees: All fees are clearly stated at the time of booking and are payable in British Pounds (GBP).

Payment Methods: We accept payment by bank transfer, debit/credit cards, and other methods as specified.

## **Payment Timing:**

• Individual sessions: Payment due no later than seven days after the lesson

- Package deals: Payment terms as agreed in writing
- Monthly packages: Payment due in advance

Late Payments: Overdue payments may result in suspension of services and may incur administrative charges.

#### 1.6 Tutor Standards and Conduct

All Monarch Tutors undergo:

- Enhanced DBS (Disclosure and Barring Service) checks
- Academic qualification verification
- Professional training and ongoing development
- Regular performance monitoring

## 1.7 Student and Client Responsibilities

Clients agree to:

- Provide accurate information about learning needs and academic history
- Ensure a suitable learning environment for sessions
- Treat tutors with respect and professionalism
- Notify us immediately of any concerns or issues
- Comply with health and safety requirements during in-person sessions

## 1.8 Intellectual Property

**Our Materials:** All educational materials, curricula, and resources developed by Monarch Tutors remain our intellectual property.

**Usage Rights:** Clients receive limited, non-transferable rights to use our materials solely for personal educational purposes.

Student Work: Students retain ownership of their original work and assignments.

## 1.9 Confidentiality and Privacy

We are committed to protecting your privacy in accordance with UK GDPR and data protection laws. Please refer to our Privacy Policy for detailed information about how we collect, use, and protect your personal data.

### 1.10 Safeguarding

Monarch Tutors is committed to safeguarding the welfare of all students. We maintain appropriate safeguarding policies and procedures in accordance with UK legislation and best practices.

## 1.11 Limitation of Liability

**Educational Outcomes:** While we strive for excellence, we cannot guarantee specific academic results or examination outcomes.

**Liability Limits:** Our liability is limited to the total amount paid for services. We exclude liability for indirect, consequential, or special damages.

## 1.12 Complaints Procedure

We aim to resolve all complaints promptly and fairly:

1. Contact your tutor coordinator directly

- 2. If unresolved, escalate to our Founder
- 3. External dispute resolution through relevant ombudsman services if applicable

### 1.13 Governing Law

These Terms are governed by English law, and any disputes will be subject to the exclusive jurisdiction of the English courts.

### 2. CANCELLATION POLICY

## 2.1 Cancellation by Clients

**24-Hour Notice:** Clients may cancel or reschedule individual sessions with at least 24 hours' notice without penalty.

### **Short Notice Cancellations (Less than 24 Hours):**

Less than 24 hours' notice or no-shows: 100% of session fee charged

**Emergency Circumstances:** Cancellations due to genuine emergencies (illness, family emergency, severe weather) may be considered for waiver of cancellation fees at our discretion.

## **Package and Ongoing Service Cancellations:**

- Monthly packages: 10 days' written notice required
- Term-long commitments: Cancellation may be subject to early termination fees as specified in your service agreement
- Unused sessions: Refunds for unused sessions calculated pro-rata, minus any applicable cancellation fees

# 2.2 Cancellation by Monarch Tutors

We may cancel or reschedule sessions due to:

- Tutor illness or emergency
- Severe weather or safety concerns
- Technical issues (for online sessions)
- · Breach of Terms by the Client

**Notice and Alternatives:** We will provide as much notice as possible and offer alternative arrangements including:

- Rescheduling with the same tutor
- Replacement tutor assignment
- Full refund if alternatives are unsuitable

## 2.3 Cooling-Off Period (Consumer Rights)

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, consumers have the right to cancel within 14 days of entering into a contract for services.

**Note:** This right may be waived if services commence before the 14-day period expires with your express consent.

### 2.4 Refund Process

Approved Refunds: Processed within 14 business days using the original payment method.

**Refund Calculations:** Based on unused services, minus applicable cancellation fees and administrative charges.

**Administrative Fee:** A £25 administrative fee may apply to refund requests for cancelled packages or ongoing services.

### 2.5 Weather and External Circumstances

Severe Weather: Sessions may be cancelled for safety reasons. Alternative arrangements will be offered.

**Government Restrictions:** In case of lockdowns or government-imposed restrictions affecting in-person tutoring, we will transition to online delivery where possible or offer rescheduling/refunds.

#### 3. CONTACT INFORMATION

Customer Service: Email: contact@monarchtutors.com

Business Hours: Monday - Friday, 8:30 AM - 6:00 PM GMT

### 4. ACCEPTANCE OF TERMS

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and Cancellation Policy.

These Terms may be updated from time to time. Continued use of our services following any changes constitutes acceptance of the new Terms.