

## REGENT LEARNING CENTRE - TERMS AND CONDITIONS

Effective 01.09.2018

**PLEASE READ THESE BEFORE RETURNING THE APPLICATION FORM TO THE CENTRE AND KEEP THEM FOR FUTURE REFERENCE**

*Please note that by signing the Application Form you are agreeing to abide by and adhere to the below.*

### 1. DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

Centre	RTC Education Ltd, trading as Regent Learning Centre
Centre Offices	Regent House, 167 Imperial Drive, Harrow, HA2 7HD Boundary House, 2 Tuner Road, Edgware, HA8 6BJ Acorn House, 39-47 High Street, Southall, UB1 3HF
Additional Charges	Items not included in the tuition fees, for example, the Registration Fee, course books (with the exception of 11+), examination entry fees
Pupil	any child or student enrolled at the Centre.
Initial Payment	the sum payable on account in accordance with Clause 3.
Fees	The Centre's published fees which cover tuition fees only.
Head	the Head of Regent Learning Centre (or person Acting as Principal)
Parent	the signatory or signatories to the application form.
Payer	the signatory or signatories to the Direct Debit mandate and/or application form.
Centre Rules	Centre Rules, Code of Conduct, policies and procedures and Regulations in force.
Term	the Academic Term of the Centre as varies from year to year.

### 2. AGREEMENT

(a) A legally binding Agreement is made upon the registration of the pupil. For avoidance of any doubt, the contract arising upon registration is made between the Centre and the parent signing the pupil's registration form.

(b) In entering into the Agreement the Parent and the Payer agree that they and the pupil will:

- (i) Be bound by the Centre Rules and by these Terms and Conditions; and
- (ii) Support the Centre in maintaining its ethos, ethics and good standards of behaviour & discipline.

(c) The rights of the Centre under this Agreement will not be waived even if these Terms and Conditions are not enforced.

### 3. INITIAL PAYMENT

(a) An initial payment is payable on acceptance of a place at the Centre as part of the Fees.

(b) It will not be refunded if the place is not taken up by the pupil.

(c) As part of the initial payment a non-refundable Registration Fee will be charged.

### 4. FEES

a) Fees are payable in advance by card or Direct Debit either at the beginning of each term, or at the beginning of each of the half terms. If a Direct Debit is not set up in time to collect the first payment by the due date, in this circumstance, you will be asked to make a one-off payment as the first instalment by card.

b) The only exception to this rule is payment for private tuition, which are booked on an ongoing process provided the payment is made 24 hours in advance, payment may be made card only. Any unused private tuition lessons will be refunded at the request of the parent.

c) An administration charge of £25.00 will be made for payments refused by the Payer's bank that is, bounced.

d) A referral discount of 5% can be applied to group lesson fees for each child who joins a Regent Learning Centre on your recommendation. Discount will be applied once enrolment fees have been paid and the child has paid for and attended their first class. Discount only applies for the duration of the referred members' active status.

e) Any discounts or special offers made available and applied to an account will become null and void in the event of a Direct Debit bouncing.

f) Fee invoices will be issued annually before the start of the Autumn Term in respect of the fees for the Centre year. For pupils who start late, invoices will be issued after they start and fees are charged pro-rata. Fees are payable whether or not an invoice is received subsequently and payment which is not in accordance with these Terms and Conditions will be a breach of this Agreement.

g) No reduction will be made from the fees where teaching is reduced because of public examinations, external assessments, exclusion, in accordance with clause 9, severe weather or matters outside the control of the Centre. If the Centre has to close temporarily due to emergency, the Centre term will not be extended.

h) Parents are responsible for the purchase of stationery for their child.

i) The Centre reserves the right to increase Fees annually.

j) The Centre reserves the right to inform any fee paying Centre to which the pupil transfers, of any Fees which are outstanding.

k) The Centre reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.

l) A completed Direct Debit mandate must accompany the Registration Form for Payer's paying by Direct Debit. Once the Direct Debit mandate has been established any amendments must be received by the Centre office at least 1 month before the change is to take effect.

m) If direct debit payments to the Centre cease, the Centre will suspend its provision of services. However, this does not release you from your contractual obligations.

### 5. SESSION ATTENDANCE

a) No refund of Centre fees shall be due in the event of non-attendance by a pupil to a group class under any circumstances.

b) In the event of a pupil missing a group lesson for any reason, the lesson will not be repeated. However, the resources used in that lesson will be made available to the student on request.

c) If the Centre fails to provide a lesson due to teacher absence, every effort will be made to provide a substitute lesson at another time within the academic year, usually within a non-term time period.

d) In respect of private tuition on a one-to-one basis, 24 hours' notice must be given to request a cancellation of a lesson or a change in date and/or time. These requests can be made by phone, but not on a voicemail, or by email to [harrow@regentlearning.com](mailto:harrow@regentlearning.com), [edgware@regentlearning.com](mailto:edgware@regentlearning.com) or [southall@regentlearning.com](mailto:southall@regentlearning.com) respectively. Please note that if less than 24 hours' notice is given, the session remains chargeable.

e) In the event of closure of the centre due to severe weather conditions, or an emergency situation, the Centre will not provide a substitute lesson and no reduction or refund in fees will be due.

f) In the event of a Skype lesson being missed either wholly or partially due to computer problems, issues with the Skype software or internet connectivity issues where the malfunction lies with the student, the Centre will not refund any of the cost of the lesson.

### 6. CHARGES FOR OVERDUE FEES

a) The Centre reserves the right to charge a Late Payment Surcharge of £10 for all fees received after their due date.

b) The Centre reserves the right to pass the cost of any legal proceedings incurred in recovering outstanding fees onto the Parent and/or Payer.

### 7. PARENTS AUTHORITY

The Parents authorise the Head (or the person with responsibility for the pupil at the relevant time) while in loco parentis to take or authorise in good faith all decisions affecting the welfare of a student. Parents' consent to such physical contact with a pupil as may be lawful, appropriate and proper for teaching and to provide comfort to a student in distress or to maintain safety and good order.

## 8. WITHDRAWAL.

(a) A full two weeks' term time written notice that the Pupil will not be returning to the Centre must be sent in writing to the Centre or emailed to [harrow@regentlearning.com](mailto:harrow@regentlearning.com), [edgware@regentlearning.com](mailto:edgware@regentlearning.com) or [southall@regentlearning.com](mailto:southall@regentlearning.com) respectively.

(b) If a full two weeks' term time notice is not received by the Head, two weeks' term time Fees in lieu of notice will be due to the Centre as a debt.

(c) Written notice will only be effective if received and acknowledged in writing by the Centre within 7 days of receipt, The Parent must contact the Centre promptly if no such acknowledgement is received.

## 9. EXCLUSION

(a) The pupil may be excluded for a fixed period of time and/or permanently excluded for:

- (i) A breach of Centre Rules;
- (ii) Non-payment of Fees; or
- (iii) If in the Centre's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the pupil or other pupils or staff at the Centre, or to bring the Centre into disrepute.

Such Fixed Period or Permanent Exclusion will be in accordance with the Centre's published procedure, a copy of which can be obtained from the Centre office.

(b) In all cases of Fixed Period Exclusion, full Fees will remain payable for the Term in which it occurs.

(c) A pupil who has been withdrawn, excluded, suspended or expelled from the Centre has no right to enter any Centre premises without the prior written permission of the Head.

## 10. GUARDIANS

Pupils whose parents are overseas must have a guardian in this country. Parents must notify the Centre of the name and address of the guardian on the Application Form.

## 11. MEDICAL

(a) Parents must supply all details of the pupil's medical history and/or allergies to the Centre and must notify the Centre immediately if there are any changes to the information supplied.

(b) The parent grants the Head (or the person with responsibility for the pupil at the relevant time) full authority to give consent to the carrying out of any emergency medical treatment or anaesthetic certified by a medical practitioner to be necessary for the pupil, if the parent cannot be contacted immediately by the Centre and gives permission for first aid to be carried out by Centre staff as and when necessary.

(c) The parent agrees to the pupil being medically examined in accordance with arrangements made from time to time by the Centre.

## 12. PARENTAL RESPONSIBILITY AND COURT ORDERS

(a) The Parent will notify the head immediately of any parental responsibility agreement or court order relating to the pupil (e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, the Centre will treat each person with parental responsibility as having equal rights to receive relevant information about the pupil on request (unless in the Head's discretion it is not in pupil's best interests to do so).

(b) In signing any form of consent requested by the Centre, the Parent is responsible for ensuring that all other consents required by law have been obtained.

(c) Parents are responsible for the pupil's welfare in the Centre at all times except when the child is in lessons or during designated breaks or lunch time which form part of the child's schedule with the Centre.

## 13. COMPLAINTS

In the event of a complaint which the Parent is unable to resolve satisfactorily, the Parent must put the complaint in writing and send it to [harrow@regentlearning.com](mailto:harrow@regentlearning.com), [edgware@regentlearning.com](mailto:edgware@regentlearning.com) or [southall@regentlearning.com](mailto:southall@regentlearning.com) respectively.

## 14. INSURANCE

Pupil's personal property is not covered by the Centre's insurance when on Centre premises. The Centre accepts no responsibility for loss or damage to pupil's personal property on the Centre premises or on Centre visits.

## 15. DATA PROTECTION

Personal data provided by or relating to Parent, Payer or pupil will be used by the Centre for the purposes of fee billing and collection; maintaining pupil records; statistical analysis; market research; communications including Centre publications and promotional material; and any other purpose as notified by the Centre to the information commissioner.

## 16. MARKETING

A pupil's details may be used in our marketing materials including the pupil's first name and details of educational achievements. A pupil's photo may also be used in our marketing materials. We may also use video footage including your child. If you do not wish your child's details or photos, or video footage including your child to be used in such a way, you must inform us in writing within seven days of the dated Application Form.

## 17. DAMAGE & MISUSE OF CENTRE PROPERTY

- a. Pupils, Parents and Payers are jointly liable for any damage caused by them to Centre property, assets or equipment.
- b. All pupils using any Centre owned IT equipment, including but not limited to PCs, laptops and tablets, will be required to sign and adhere to an IT User Agreement before access to IT equipment will be given. Any breach of this Agreement will lead to the access being withdrawn, either on a temporary or permanent basis at the discretion of the centre. Parents/payers remain liable for Fees during this time.

## 18. GENERAL CONDITIONS

The prospectus describes the broad principles on which the Centre is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the parents and the Centre. The Centre reserves the right to make reasonable changes from time to time to these standard terms and conditions, to the size and location of the Centre, to its premises and facilities, to the academic and extra curriculum, the structure and composition of classes, the way the Centre is run, to the length of the Centre's terms and to any other aspect of the Centre.

## 19. VARIATIONS OF THE TERMS & CONDITIONS OF THE AGREEMENT

The offer and acceptance of a place are made on the basis that any successful Centre needs to develop and that the Centre may make reasonable changes to these Terms and Conditions on giving at least one month's notice in writing.

Parents, the payer and the Pupil will inform the Centre promptly of any changes to the details contained in the Application Form.

## 20. PARKING

There is no provision for parental parking on site. The Centre is not liable for any damage that occurs to any vehicle that is brought on-site in a breach of these rules.