

TERMS OF ENGAGEMENT: CLIENT TERMS AND CONDITIONS

This agreement, 'Terms of Engagement: Client Terms and Conditions', applies to all interactions and engagements between you, referred to as 'the Client' or 'You', and Literacy Steps Ltd. Your acceptance and agreement to comply with these terms and conditions are understood to take effect when you initially access our website or directly engage with Literacy Steps Ltd for our services. Please be aware that any modifications or amendments to these terms and conditions require written approval from the Director of Literacy Steps Ltd. We, at Literacy Steps Ltd, retain the authority to amend and revise these terms and conditions as necessary.

Client Responsibilities and Agreements:

Session Changes and Catch-ups:

It is ultimately Your responsibility to remember your session time. Our service requires 24hrs notice for cancellation of sessions.

Failure to give adequate notice will result in the session being marked as chargeable:

- a) If the Participant does not attend their session, You are still liable to pay for this session.
- b) All session change notifications must be submitted in writing (with 24 hours notice).
- c) There is no charge for changes or catch-ups requests (with more than 24 hours notice) Provided payment for the term has been made in advance.
- d) Notification within 24hrs hour of session start time will be deemed as missed and billable, there will be no refunds or credits. There will be no catch-ups for missed private sessions.
- e) Special requests to cancel, credit and/or defer contractual full-term bookings to the following term will be re-invoiced at the same rate for the sessions attended during the current term and the balance credited to your Literacy Steps account for the following term. All requests must be in writing and are subject to the full discretion of Literacy Steps.
- f) All change and catch-up requests are your responsibility to organise and are subject to availability. Where possible, all session changes and make-up requests must occur within the same term.

Punctuality: Students should aim to be punctual for scheduled tutoring sessions. Tutors will have other students scheduled following your session. Late arrivals may result in a shorter session, as sessions will not be extended beyond the scheduled time.

Tutoring Availability: While we make every effort to accommodate your scheduling preferences, tutoring availability is subject to tutor availability and may change as needed to ensure the best service. In the event of unforeseen circumstances or tutor unavailability, we will make reasonable efforts to reschedule sessions promptly.

Payments: You are expected to fulfil payment obligations as communicated to you during the initial consultation. Term payments must be received in full within 7 days from the specified invoice date. Weekly payments must be received prior to your child's tutoring session.

Enhanced Learning: Research suggests that tutoring interventions are more effective when they involve three or more sessions per week, with each session lasting approximately 30-60 minutes per day. Therefore,

to achieve meaningful academic gains, it is recommended that home learning is incorporated to practice and reinforce the skills taught in lessons. We encourage clients to actively engage in independent learning and practice to maximise the benefits of our tutoring services.

Client Expectations:

Client Goals: We encourage you to set clear learning goals and openly communicate them with your tutor, facilitating a customised and effective tutoring experience.

Feedback: Your feedback is invaluable to us. We welcome your constructive feedback to ensure that we continuously improve our services.

Student Behaviour and Etiquette:

Respectful Conduct: Clients and students are expected to conduct themselves with respect and courtesy during all interactions. Disruptive, offensive, or disrespectful behaviour will not be tolerated.

Damages to Literacy Steps equipment and facilities:

You are responsible for any damage to the equipment or facilities of Literacy Steps caused by You, whether by negligence or otherwise.

Cancellation: We have the right to cancel this Agreement without prior notice if You behave in a way that we consider is inappropriate or carries a serious risk of injury or damage to other members, facilities or staff such as by way of example only:

- a. failure to pay under this Agreement;
- d. acting in a way that puts the safety of You or others at risk;
- b. using illegal substances.c. damaging our equipment or facilities;
- e. threatening or harassing staff or other students;

Our Responsibilities

We promise to you: When you sign this Agreement and for the duration, we promise to provide our services to the Participants with all due competence, skill and care.

No claim against us: Where we have met our promise to You no claim may be made against us:

- a. For any loss or damage of any kind whatsoever to your personal property which you bring onto Literacy Steps premises.
- b. For any loss or damage of any kind whatsoever to You or your personal property which has been caused by events that are beyond our control or that we could not have reasonably foreseen.

Risk of injuries and release of liability: We warn you that, while on our premises, You may be exposed to certain risks by virtue of the nature of the facility. You agree that you use our facilities and participate in Lessons at your own risk and release us from all liability.

Breach of Agreement by us: You can cancel the Agreement if we breach the Agreement and we do not fix the breach in a reasonable time after you have told us about it in writing.

Medical Treatment:

Permission for minor medical treatment: You hereby give permission for Literacy Steps staff to treat the Participant if a minor accident occurs. In the case of a more urgent matter, an ambulance will be called first, then You will be notified.

Self-medication: You will notify Literacy Steps if the Participant carries medication with them and that they will self-medicate when necessary.

Termination of Services:

Termination by Client: You have the right to terminate services at any time by providing written notice to Literacy Steps. In this case, any unused prepaid fees will be refunded, minus any applicable cancellation fees.

Termination by Literacy Steps: We reserve the right to terminate services in cases of inappropriate conduct or non-compliance with these terms. In such situations, no refunds will be issued.

Privacy and Confidentiality:

Client Information: We take your privacy seriously. All information shared with us is treated confidentially and will not be disclosed to third parties except where required by law.

Recording: You are reminded that recording of tutoring sessions, either in audio or video format, is only permitted with the express consent of both your tutor and yourself.

Photographs of children and children's work: Photographs of the Participant or items of their work completed at Literacy Steps may be used at a later date for training, marketing and promotional purposes. You hereby give consent for this unless you explicitly inform Literacy Steps in writing that you do not give permission.

Closed Circuit Television (CCTV): The system has been installed by Literacy Steps with the primary purpose of helping to ensure the safety of all users, staff, students, parents and visitors in a manner consistent with respect for an individual's privacy.

Your agreement with Literacy Steps Ltd signifies your acknowledgement and acceptance of these 'Terms of Engagement: Client Terms and Conditions'. It is essential that you read, understand, and agree to abide by these terms for a mutually beneficial learning experience. Please note that we maintain the right to amend these terms and conditions as required to serve our clients better, and any such changes will be communicated to you in advance.

By entering into an agreement with Literacy Steps Ltd, you confirm your consent to these Client Terms and Conditions and your understanding of the binding nature of this agreement.