

Terms and Conditions

Last Updated: [13.01.25]

Boost Your Grades, is an online tutoring service dedicated to providing high-quality educational support in science. Boost Your Grades is run by Louise Heaton (“I”), operating as a sole trader under the trade name “Boost Your Grades”. I am not currently VAT registered and although registered as a limited company, Boost Your Grades Ltd is currently dormant.

Please read the following Terms and Conditions (“Terms”) carefully before using my services. By accessing or using my services, you agree to be bound by these Terms.

1. Acceptance of Terms

By using my services, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with any part of these Terms, you must not use my services.

2. Services Provided

Boost Your Grades offers online science tuition. I reserve the right to modify, suspend, or discontinue services at my discretion, with prior notice where possible.

On my website I may provide links to other third party sites and resources, for your information only. Such links should not be interpreted as my approval of those linked websites or information you may obtain from them. I have no control over the contents of those sites or resources.

3. Tutoring Lessons

- **Duration of online lessons:** Online lessons are 1 hour – this allows for 5 minutes to join the lesson and register, and 55 minutes’ instruction. Each lesson will begin promptly at the scheduled start time.

4. Cancellation Policy

My cancellation policy explains what happens if either you or I need to cancel a lesson. Some key information is outlined below.

- **Student cancellation:** If your child is unwell and unable to attend a lesson, please notify me at least 24 hours prior to the start of the lesson. I will do my best to offer a make-up session, subject to availability, but this is not guaranteed. With holidays or planned absences, please provide a minimum of 7 days’ notice if your child will be absent due to a holiday or other commitments. I will try to reschedule the session if possible. Unused lessons due to holidays are non-refundable.
- **Tutor cancellation:** In the rare event that I need to cancel a session, I will reschedule at a mutually convenient time. If this is not possible, a refund or credit will be applied to your next payment.
- **Lateness and no Show Policy:** If a student is late, the session will continue for the remainder of the scheduled time. Sessions will not be extended beyond the original end time. If a student is more than 15 minutes late, the session will be cancelled and will not be refunded or rescheduled.
- **No-shows** (failure to attend without notice) are charged in full and will not be rescheduled.

4. Payment Terms

- **Fees:** Payment for tutoring services is required one month in advance for 4 weeks' worth of lessons. In some months you may find that your lesson is scheduled for a day that occurs five times within one particular month. When this happens, lessons on the fifth day will not take place. You will receive an invoice on the Friday before the tutoring period begins, and invoices will be issued every four weeks thereafter. Payment is expected to be received before your child's first lesson of each block.
- **Payment Methods:** I accept bank transfer. My bank account details are: Account number: 38665514, sort code: 04-00-03, Name on account: Louise Heaton
- **Refund Policy:** No refunds will be provided for missed lessons or cancellations.

6. User Responsibilities

As a user of the tutoring services provided by Louise Heaton, trading as Boost Your Grades, you agree to the following responsibilities:

1. **Attendance:** You are responsible for ensuring that the student attends scheduled tutoring sessions on time.
2. **Engagement:** You are expected to actively participate in the tutoring sessions, ensuring that the student is prepared and ready to engage in the lesson.
3. **Respectful Behaviour:** You agree to treat the tutor with respect and maintain appropriate behaviour during the tutoring sessions, whether online or in-person. Any disruptive behaviour may result in termination of the session or services.
4. **Technical Requirements:** For online tutoring, you are responsible for ensuring that the student has access to the necessary technology, such as a stable internet connection, working audio and video equipment, and any relevant software or platforms required for the session.
5. **Confidentiality:** You agree to respect the confidentiality of the tutor and the materials provided during tutoring sessions. This includes not recording or sharing sessions and resources without prior consent.

By using the tutoring services, you acknowledge and agree to these responsibilities.

7. Tutor Responsibilities

As the sole tutor, I Louise Heaton, trading as Boost Your Grades, undertake the following responsibilities:

1. **Professional Conduct:** I will maintain a high standard of professionalism in all interactions with students and their families. This includes being punctual, respectful, and attentive to the learning needs of each student.
2. **Preparation:** I am committed to coming prepared for each tutoring session with relevant materials, lesson plans, and resources necessary to deliver effective and engaging lessons. I will prepare to meet each student's goals and learning style.
3. **Confidentiality:** I will respect the privacy and confidentiality of all students and their families. Any personal information or academic details shared during tutoring sessions will be kept confidential and will not be disclosed to third parties without explicit consent, unless required by law.
4. **Duty of Care:** I have a duty to provide a safe and supportive learning environment, ensuring that my conduct promotes the well-being and academic progress of each student.

5. **Communication:** I will maintain clear and regular communication with students and their families regarding progress, concerns, and any changes to scheduled sessions. I will promptly notify of any cancellations or rescheduling.
6. **Compliance with Company Policies:** I will adhere to all relevant policies and procedures established for Boost Your Grades.
7. **Continuous Improvement:** I am committed to engaging in ongoing professional development to enhance my tutoring skills and knowledge, ensuring that I provide the most up-to-date and effective support to students.

8. Intellectual Property

All content provided through my website, including but not limited to text, images, videos, and learning materials, are the intellectual property of Louise Heaton trading as Boost Your Grades and are protected by copyright laws. Users may not reproduce, distribute, or modify any materials without prior written consent from me.

You may link to my homepage, provided that you do so in a lawful and fair manner that does not harm my reputation or exploit it. The link must not imply any form of association, approval, or endorsement by me unless explicitly stated. You are not permitted to create a link to my site from a website that you do not own. My site must not be framed within another site, and you may only link to the homepage, not any other part of the site. I reserve the right to withdraw this linking permission at any time without prior notice. If you wish to link to or use any content from my site beyond what is outlined above, please contact louiseheaton@boostyourgrades.co.uk.

9. Privacy and Data Protection

I take your privacy seriously. My Privacy Policy outlines how I collect, use, and protect your personal data; this can be accessed via my website. By using my services, you consent to the collection and use of your data as described in my Privacy Policy.

10. Limitation of Liability

The tutoring services provided by myself Louise Heaton, trading as Boost Your Grades, are designed to support and enhance the learning experience of my students. While every effort is made to deliver high-quality educational services, I do not guarantee specific outcomes or results from the tutoring sessions, including improvements in academic performance, test scores, or grades.

To the fullest extent permitted by applicable law, my representatives and I, will not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, personal injury, or property damage, arising from the use of my services. This includes any errors, omissions, or delays in the delivery of tutoring services or any issues related to the use of materials provided.

In no event will my total liability exceed the amount paid for the tutoring services in the three-month period immediately preceding the event giving rise to the claim.

By using my services, you acknowledge and agree to this limitation of liability and waive any claims or damages arising from your use of the tutoring services beyond the scope of this agreement.

11. Termination

I reserve the right to suspend or terminate your access to my services at any time, without notice, for any breach of these Terms, failure to make payment, or any behavior that I deem inappropriate.

12. Amendments to Terms

Boost Your Grades reserves the right to modify or update these Terms at any time. I will notify users of any significant changes via email and through my website. By continuing to use my services after such modifications, you agree to the updated Terms.

13. Governing Law

These terms and conditions, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. Exceptions are if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, or if you are resident of Scotland, you may also bring proceedings in Scotland. These exceptions notwithstanding, by using the tutoring services provided by Louise Heaton, trading as Boost Your Grades, you agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any such disputes or claims.

14. Dispute Resolution

In the event of any dispute, claim, or disagreement arising out of or relating to the services provided by Louise Heaton, trading as Boost Your Grades, both parties agree to make a reasonable effort to resolve the issue through informal discussions.

If the dispute cannot be resolved informally within a reasonable time frame, the parties agree to attempt to resolve the matter through alternative dispute resolution (ADR) methods, such as mediation or arbitration, before seeking resolution through legal action.

If mediation or arbitration is unsuccessful, either party may seek resolution through the courts of England and Wales, in accordance with the **Governing Law** section of this agreement.

You agree to engage in good faith efforts to resolve disputes and understand that pursuing formal legal action should only be considered when all other options have been exhausted.

15. Contact Information

If you have any questions or concerns about these Terms, please contact Louise Heaton at:

Boost Your Grades
Email: louiseheaton@boostyourgrades.co.uk
Phone: 07525087905

Website: boostyourgrades.co.uk