

QS Learning Terms and Conditions

These Terms and Conditions are for QS Learning in-centre and online courses, which incorporate by reference to all our Terms and Conditions. Please read the following Terms and Conditions carefully before joining the in-centre and online courses and print off a copy for your records. By joining our courses, you are confirming your agreement to be bound by the QS Learning terms and conditions. Terms and conditions are applicable at the time/date of QS Learning operating periods.

Please read both sections of the Terms and Conditions fully.

[In-Centre Tutoring Terms & Conditions](#)

[Online Tutoring Terms & Conditions](#)

In-Centre Tutoring

Opening Hours

QS Learning has standard opening hours of 4pm to 6.00pm, Monday and Wednesday, 10:00am to 12:00pm Saturday and 12:30pm to 2:30pm Saturday. QS Learning will be closed during the Christmas break and the Easter break as well as a few staff training days. We operate as normal on Bank Holidays, Half Term and the Summer Holidays.

Drop-off and Collections

Drop-off can be agreed for 4:00pm on Monday and Wednesday, and 10:00am or 12:30pm on Saturday.

It is the parents' responsibility to bring their child into the centre before their session and to collect them from the centre at the end of their session. Children should not leave the building under any circumstances unless accompanied by a responsible adult. Children will only be allowed to walk home alone if we have written consent from the parents.

Children should be collected promptly at the end of a session. Any parent who is unable to collect at the correct time needs to inform the centre manager immediately to allow us to staff the centre accordingly. If you collect your child more than 10 minutes late then there will be an additional charge of £20.

If parents are unable to pick up their child from the centre, they must ensure that proper arrangements are made and that we are provided with a name or names of persons authorised to collect the child/children. Ideally, this person should be introduced to the centre manager. We cannot release a child to someone we do not know to be authorised.

Payments

You need to set up a standing order or a recurring card payment. Payment is collected four weeks in advance. Payment must be cleared by the 20th of each month, prior to tuition. Any payments received after the 20th will incur a £20 charge. Please note we do not provide refunds under any circumstances.

Additional charges

Any additional charges e.g. extra sessions, late pickup charges, late payment fees and excursion charges will be added to your subsequent month's invoice.

Loss of your place at QS Learning

QS Learning reserves the right to terminate your child's place at the centre in the event that any fees remain unpaid or if you fail to give us 4 weeks written notice period prior to leaving our services. We will under no circumstances be able to offer your child any current sessions that have paid for and will withdraw your child from their course with immediate effect. If you behave in an unacceptable manner towards staff, children or customers of the centre, where any of the terms and conditions are breached a termination of your child's place will be considered to be in the best interests of the centre.

Fees

Fees are reviewed regularly. If any charges are deemed necessary, parents are given four weeks' notice. Fees must be cleared in advance in full each month.

Admission

Places are allocated on a first-come, first-served basis.

Registration and Enrolment

After your initial enquiry you will be invited to the centre and talk with us about your child's individual needs. If you wish to register your child you will need to complete an application form. There is a non-refundable registration and administration fee that has to be paid for each new admission. Once we have received this, your child will be placed on the enrolment list and you will be informed of the start date once the four weekly payments has been cleared.

Deposit

To secure a place at the QS Learning Centre there is a four week fee, payable immediately, (based on the sessional attendance you are booking for your child). If you have confirmed with the centre that a place is available for your child, the fee must be paid in order to secure your child's place. If a place is not available when you are registering your child, you need only pay the registration fee and your child will be placed on the waiting list. Once we have accepted your fee, and you have completed the admission form, your child's place is guaranteed.

If the child does not attend the centre once the place has been accepted, the fee is non-refundable.

Once your child has started at QS Learning, if you wish to leave the centre, we require four weeks' notice (in writing).

Security Deposit

QS Learning has the right to demand deposit (equivalent to one month's fee) at the time of admission. This will be in addition to the registration fee as well as the monthly fee. This will be reflected on the first invoice sent to you when joining QS Learning.

Initial invoice

The first invoice sent to you would include the registration fee, one month's deposit as well as the first month's fee. If you join us on or after the 15th of the month you will be invoiced for 6 weeks. If you join us between the 1st and the 14th of the month you will be invoiced for 4 weeks. Please note that we cannot offer invoice and payment flexibility for less than 4 weeks each month.

Basis of fee calculation

Fees are calculated on a monthly basis (28 days month) according to the sessional attendance of your child. We usually invoice every 4 weeks. Refunds or deductions

cannot be made if your child is ill; on holiday or for any other reason the child does not attend the centre.

Payment terms

Fees are to be paid monthly in advance by standing order or a recurring card payment before the 20th of each month. Invoices are issued by the 15th of each month for the following month and fees must be paid in full on the date stated on the invoice.

Sibling discount

A sibling discount is available where two or more of the siblings are attending one of the courses at QS Learning centre. The discount is subject to variation depending on the number of siblings attending the centre. The siblings must attend the same number of hours for the discount to be valid. Any variation in the number of hours for the children means that a sibling discount will not be valid.

The sibling discount will only be valid when two or more siblings attend the centre regularly. In the event where one sibling leaves the centre, the sibling discount will not be valid from the day the sibling leaves the centre and the full fee would be payable.

Sibling discount is only available on a limited number of courses. Please enquire within for further details.

The sibling discount is only valid for siblings, cousins and other family members will not be considered under the sibling discount.

Refer a friend scheme

To be eligible for the refer a friend discount, the referred student must be attending and regularly paying the fee for the courses at QS Learning and must not have any outstanding debts with QS Learning. The relevant amount from this scheme will be deducted from the referrer's invoice on a one off basis.

Child care vouchers

We welcome payments through child care vouchers. If you are going to be using childcare vouchers please ensure that we receive the payment no later than the 20th of each month. It is your responsibility to pay the difference in the amount, should the value of the child care vouchers be less than the QS Learning specified fee.

Tax credit payments

As we are an Ofsted registered centre we are able to accept payments through tax credits. The payments can only be claimed once the child has started the tuition with us. If you are going to be receiving payments through tax credits please ensure that you pay the difference in the amount, should you receive less than the QS Learning specified fee.

Special offers

From time to time QS Learning provides special offers to help with the fee costs. Please note that these offers are for a limited period for the time specified and cannot be exchanged, replaced or reused. The centre manager will be happy to discuss the special offers being offered from time to time.

Free sessions

On some of our learning programmes we offer free sessions. Where a free session is offered, it cannot be exchanged, swapped or rescheduled. A free session can only be availed at the time it is offered.

Extra sessions

Extra sessions are available at a certain discounted price. If you feel that your child needs extra sessions please speak to the centre manager for further information.

Termination of tuition

We require a one month's (4 weeks) written notice if you wish to terminate tuition at QS Learning. We reserve the right to charge for any unpaid sessions in the event of the termination of the tuition. Further details are available via the centre manager.

Materials

Key Stage 1, 2 &3

QS Learning provides the children with the relevant material for their learning to take place effectively. Children are welcome to bring in their own stationary but the centre does not take any responsibility of any damages or losses.

11 plus, GCSE and A-levels

QS Learning provides some of the material for the students enrolled onto these programmes. Parents will be expected to purchase the suggested materials for the preparation of their child's course.

Books

Students are responsible for arranging their own books to use at home. We provide reading books, text books, exam papers etc. to be used at the centre only. We take no responsibility for the purchases of any books required outside the centre.

Absences/Illnesses

If your child will not be coming to the centre for any reason, please let the staff know as soon as possible on 0208 144 4149. If you fail to inform us we will be unable to re-book a replacement session for your child and the fee will still be deducted for the missed session. Please do not send your child to the centre if they are unwell. If your child is unwell please keep them at home until your Doctor confirms that any risks of infection have gone. In the case of sickness this would be a period of 48 hours after the last attack. The centre reserves the right to request that children be collected if it is felt in any way that they are not well enough to attend.

The centre cannot administer medicines.

We reserve the right to administer basic first aid treatment where necessary. Parents will be informed of all accidents and will be required to sign an accident form.

In case of emergency we will seek appropriate medical treatment and will inform the parent/guardian as soon as possible.

Catch up sessions

Catch up sessions for all **informed** missed sessions can be arranged in agreement with the centre manager. Catch up sessions can only be provided within the time period where the full fee has been paid for regular sessions and all previous payments are up to date. Catch up sessions are considered separate from the regular sessions and cannot be swapped, replaced or exchanged by regular sessions.

Personal effects

Children should not bring toys, jewellery, money or other valuables to the Centre, as the Centre cannot accept responsibility for these.

The Centre accepts no responsibility for loss or damaged items.

Some children studying at QS Learning Centre are very young and so we are happy for the child to bring water to be consumed on the premises. Water is present at the premises. No chocolate, sweets or other types of snack food are to be brought to the Centre. It is our policy to ban ANY kind of chewing gum being brought into the building by pupils.

Glasses/Hearing Aids

If your child requires glasses or hearing aids please ensure that your child brings them to the centre every time they attend their session. The staff at the centre has the right to refuse entry if they feel that the child's learning is being affected due to the lack of glasses or hearing aids.

Switching between methods of learning

Your child is welcome to switch between online learning and in-centre learning at any time; as long as you provide us with one month's prior notice of the change.

Obligation of parents/guardians

Complete the admission form and read the terms and conditions before your child can start at our centre and immediately inform us of any change to the information provided.

If you have any cause for concern as to a matter of safety, care, discipline, progress of your child or anything else, you must inform the centre without delay. You undertake to notify the centre of (for example but not limited to) any medical or educational situations where special arrangements may be needed to your child. For the avoidance of doubt this obligation extends to informing the centre about any health/medical condition, disability/ allergy that your child has or develops whether long or short term including any infection(s). For the benefit of all other children attending the centre, you must not allow your child to attend the centre if they are suffering from any contagious disease/ illness, which could easily be passed onto another child during normal daily activities of the centre.

The centre manager needs to be aware of any matters that are relevant to your child's security and safety. The centre manager must, for example be notified in writing of any Court orders or situations of risk in relation to your child for whom any special safety precautions may be needed. The centre makes no representation that it cannot provide any such safety precaution, nor does it place itself under any obligations to do so.

However, the centre will take all steps that could reasonably be expected of it in the circumstances known to the centre.

Immediately inform us of any changes to your contact details. Keep us informed as to the identity of the persons who will be collecting your child from the centre. If the

person collecting your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

Behaviour

All students at the centre are expected to be on their best behaviour whilst at the centre. QS Learning staff will not tolerate any misbehaviour or inappropriate language being used within the centre by any student. We reserve the right to take appropriate action and/or terminate the students' attendance should we feel that their behaviour is inappropriate at the centre.

Homework policy

Please refer to the QS Learning homework guidance.

Grade Guarantee

Our students consistently achieve excellent results because of which we are able to offer parents peace of mind by offering a grade guarantee.

How the grade guarantee works

After registering for our sessions, we build a profile for each student in each subject. The student sits a diagnostic test and has a one-to-one interview with the tutor. These results, together with observations in the class, provide the student's profile. Using that profile we can confidently predict the level/grade the student is capable of achieving.

We will guarantee a level/grade provided that: the student studies with us for one whole academic year at KS1, KS2 and KS3 level and two full academic years at 11 plus, GCSE and A-levels; all classwork, homework/assignments are completed regularly; the student takes on board all advice given by the tutor; the student is well behaved in class; revision is done thoroughly and attendance and punctuality are excellent.

If the student fulfils these criteria as well as any other individual criteria set by the tutors, we can guarantee excellent results. We look forward to working with your child so they, too, achieve the level/grades they deserve!

Warranties

QS Learning will provide the course materials in accordance with the in-centre lesson description, which is set out on the website and/or in any relevant brochure.

QS Learning does not make any representation, guarantee or commitment to you that the lessons or course materials will be error free.

All representations, warranties and/or terms and/or commitments not expressly set out in the Terms and Conditions (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

Limitation of liability

The exclusions and limitations of liability contained in the terms and conditions do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

Except as set out in the terms and conditions, QS Learning shall not be responsible for losses that result from its failure to comply with the terms and conditions including, but not limited to, losses that fall into the following categories:

- (a)** Indirect or consequential losses;
- (b)** Loss of income or revenue;
- (c)** Loss of business;
- (d)** Loss of anticipated savings; or
- (e)** Loss or corruption of data.

QS Learning's maximum aggregate liability to you for any claims that you may have against QS Learning for direct loss in contract, tort or otherwise arising out of or in connection with the terms and conditions, the in-centre lessons, your use of the course materials and any support shall be limited to the amount of the course fee which has been paid, or is payable, by you on a monthly basis.

QS Learning will not be held responsible for any delay or failure to comply with its obligations under the terms and conditions if the delay or failure arises from any cause which is beyond QS Learning's reasonable control. This condition does not affect your statutory rights.

Each provision in Limitation of liability section shall be construed separately as between you and QS Learning. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

Intellectual Property

At all times, QS Learning and/or its licensors, remain the owner of the intellectual property in the in-centre lessons and the course materials. Other than as specified below, no lessons and/or course materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of QS Learning.

As set out in the terms and conditions or as otherwise agreed by QS Learning pursuant to Additional Terms and Conditions, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the teaching material. Access to the lessons and use of the course materials not expressly permitted in the terms and conditions is strictly prohibited and will constitute an infringement of either QS Learning's copyright or QS Learning's other intellectual property rights, and/or the copyright or other intellectual property rights of QS Learning's licensors.

Data Protection

QS Learning will process the information it receives from you or otherwise holds about you in accordance with the terms and conditions and its privacy policy. You consent to the use by QS Learning of such information in accordance with QS Learning's privacy policy.

Inconsistency of Terms

If there is any conflict between these Terms and Conditions of in-centre lessons, any applicable additional terms and conditions and the terms and conditions of website use, the conflict shall be resolved according to the following order of priority;

1. The Additional Terms and Conditions;
2. The Terms and Conditions of lessons; and

General

QS Learning reserves the right to recover any reasonable debt collection costs in connection with the terms and conditions.

QS Learning may update or amend the terms and conditions from time to time to comply with law or to meet its changing business requirements or to correct any

errors without notice to you. Any updates or amendments will be posted on the website.

You may not assign or sub-contract any of your rights or obligations under the terms and conditions to any third party unless agreed to by QS Learning pursuant to additional terms and conditions.

QS Learning may assign, transfer or sub-contract any of its rights or obligations under the terms and conditions to any third party at its discretion.

No failure or delay by QS Learning in exercising any right or remedy under the terms and conditions shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by QS Learning in writing.

If any of the terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the terms and conditions shall remain in full force and effect.

Any notices required to be served on you by QS Learning under the terms and conditions will be deemed properly served if emailed or posted to the email address or address notified by you to QS Learning, respectively. Any notices required to be served on QS Learning by you will be deemed properly served if sent by email or post to the address.

A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.

The contract between you and QS Learning will be concluded in English only.

The contract between you and QS Learning is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the contract (Rights of Third Parties) Act 1999 or otherwise.

The terms and conditions, and any other matters arising out of or in relation to the terms and conditions, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the terms and conditions.

Special offers provided by QS Learning

Please note that QS Learning has the right to withdraw any of the offers at any time, should they feel necessary.

[Free assessment and feedback](#)

We offer a free initial assessment for the students where the student is invited to sit an initial assessment to identify their learning needs. This is an opportunity for them to spend time with one of our managers and get a taste of the actual lesson. They will be provided feedback regarding their initial assessment.

Sibling discount

A sibling discount is available where 2 or more siblings attend the centre for KS1-3 courses. Please speak to the manager for further information.

Universal Tax credit/ Working Tax credit

We welcome parents who claim tax credits. Once we agree a start date for your child we will provide you with the details of how you can apply to HMRC and claim the QS Learning fees through them.

Child care vouchers

If you would like to use child care vouchers to pay for the fees for your child we will provide you with the details of how you can apply once we agree a start date.

Free sessions

Free sessions are available on the 11 plus and GCSE courses. The manager will be happy to discuss the details.

Double sessions

A double session discount is available on KS1-3 courses. If your child requires extra support we will be happy to support them at a very small cost.

Flexible payment methods

We recommend that you set up a standing order for the fees to be collected each month. However we do accept online bank transfers and recurring card payments. Payments are always collected in advance.

Refer a friend discount

If you refer your friend to us you will be eligible for a discount. Please speak to the manager for further details.

Flexibility

We try our utmost to provide as much flexibility as possible in providing our services to you. Whether it is catch-up sessions, revision sessions or particular student's needs, we will be happy to provide as much support as possible. Please speak to the manager for further details.

Free workshops/advisory service

QS Learning provides free advisory service for students ensuring they make the right decisions; whether it's choosing the correct GCSE or A-level subjects, CV writing, interview preparation, work experience or anything else. We provide parents and students free workshops regarding their career prospects and future planning.

Regular meetings

At QS Learning we believe that regular interaction with the parents is the best way to ensure that our students achieve to their best ability. We have formal meetings every 3 months, however informal chats can take place as often as it may be required.

Guaranteed results

Best of all we guarantee results! We ensure that all our students achieve outstanding results by joining QS Learning.

Special requests

Under some circumstances we are happy to provide your child with one to one sessions to ensure that their needs are met. Please note that prices will vary for these sessions and there will be no discounts available for these sessions. All sessions will be delivered in accordance to the national curriculum. Should you wish to arrange one to one sessions for your child please contact the centre manager.

Online Tutoring

We will use our reasonable endeavours to provide the online lessons advertised by QS Learning.

We will provide the online lessons using reasonable care and skills.

Payments

You need to set up a standing order or a recurring card payment. Payment is collected four weeks in advance. Payment must be cleared by the 20th of each month, prior to tuition. Any payments received after the 20th will incur a £20 charge. Please note we do not provide refunds under any circumstances.

Additional charges

Any additional charges e.g. extra sessions, late payment fees and excursion charges will be added to your subsequent month's invoice.

Loss of your place at QS Learning

QS Learning reserves the right to terminate your child's place in the event that any fees remain unpaid or if you fail to give us 4 weeks written notice period prior to leaving our services. We will under no circumstances be able to offer your child any current sessions that have paid for and will withdraw your child from their course with immediate effect. If you behave in an unacceptable manner towards staff, children or customers of QS Learning, where any of the terms and conditions are breached a termination of your child's place will be considered to be in the best interests for QS Learning.

Fees

Fees are reviewed regularly. If any charges are deemed necessary, parents are given four weeks' notice. Fees must be cleared in full each month.

Admission

Places are allocated on a first-come, first-served basis.

Registration and Enrolment

After your initial enquiry you will be able to talk with us about your child's individual needs. If you wish to register your child you will need to complete an application form. There is a non-refundable registration and administration fee that has to be paid for each new admission. Once we have received this, your child will be placed on the enrolment list and you will be informed of the start date, once the four weekly payment has been cleared.

Deposit

To secure a place at QS Learning there is a four week fee, payable immediately, (based on the sessional attendance you are booking for your child). If you have confirmed with QS Learning that a place is available for your child, the fee must be paid in order to secure your child's place. If a place is not available when you are registering your child, you need only pay the registration fee and your child will be placed on the waiting list. Once we have accepted your fee, and you have completed the admission form, your child's place is guaranteed.

If the child does not attend their online lessons once the place has been accepted, the fee is non-refundable.

Once your child has started at QS Learning, if you wish to leave our services, we require four weeks' notice (in writing).

Security Deposit

QS Learning has the right to demand deposit (equivalent to one month's fee) at the time of admission. This will be in addition to the registration fee as well as the monthly fee. This will be reflected on the first invoice sent to you when joining QS Learning.

Initial invoice

The first invoice sent to you would include the registration fee, one month's deposit as well as the first month's fee. If you join us on or after the 15th of the month you will be invoiced for 6 weeks. If you join us between the 1st and the 14th of the month you will be invoiced for 4 weeks. Please note that we cannot offer invoice and payment flexibility for less than 4 weeks each month.

Basis of fee calculation

Fees are calculated on a monthly basis (28 days month) according to the sessional attendance of your child. We usually invoice every 4 weeks. Refunds or deductions cannot be made if your child is ill; on holiday or for any other reason the child does not attend their online lessons.

Payment terms

Fees are to be paid monthly in advance by standing order or a recurring card payment before the 20th of each month. Invoices are issued by the 15th of each month for the following month and fees must be paid in full on the date stated on the invoice.

Sibling discount

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The sibling discount will only be valid when two or more siblings attend the course regularly. In the event where one sibling leaves the course, the sibling discount will

not be valid from the day the sibling leaves the course and the full fee would be payable.

Sibling discount is only available on a limited number of courses. Please enquire with the manager for further details.

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Child care vouchers

We welcome payments through child care vouchers. If you are going to be using childcare vouchers please ensure that we receive the payment no later than the 20th of each month. It is your responsibility to pay the difference in the amount, should the value of the child care vouchers be less than the QS Learning specified fee.

Tax credit payments

As we are an Ofsted registered learning provider we are able to accept payments through tax credits. The payments can only be claimed once the child has started the tuition with us. If you are going to be receiving payments through tax credits please ensure that you pay the difference in the amount, should you receive less than the QS Learning specified fee.

Special offers

From time to time QS Learning provides special offers to help with the fee costs. Please note that these offers are for a limited period for the time specified and cannot be exchanged, replaced or reused. The manager will be happy to discuss the special offers being offered from time to time.

Free sessions

On some of our learning programmes we offer free sessions. Where a free session is offered, it cannot be exchanged, swapped or rescheduled. A free session can only be availed at the time is it offered.

Extra sessions

Extra sessions are available at a certain discounted price. If you feel that your child needs extra sessions please speak to the manager for further information.

Termination of tuition

We require a one month's (4 weeks) written notice if you wish to terminate tuition at QS Learning. We reserve the right to charge for any unpaid sessions in the event of the termination of the tuition. Further details are available via the manager.

Materials

For all online lessons the student will receive electronic copies of their work. If you wish to order paper copies delivered to you, you will be liable to pay additional costs on top of the usual monthly fee.

Key Stage 1, 2 &3

QS Learning provides the children with the relevant material for their learning to take place effectively. Children will need their own stationary during the online lessons.

11 plus, GCSE and A-levels

QS Learning provides some of the material for the students enrolled onto these programmes. Parents will be expected to purchase the suggested materials for the preparation of their child's course.

Books

Students are responsible for arranging their own books to use at home. We do not provide reading books, text books, etc. We take no responsibility for the purchases of any books required.

Absences/Illnesses

If your child will not be attending the lesson for any reason, please let the staff know as soon as possible on 0208 144 4149. If you fail to inform us we will be unable to re-book a replacement session for your child and the fee will still be deducted for the missed session. Please do not ask your child to attend the lesson if they are unwell.

Catch up sessions

Catch up sessions for all **informed** missed sessions can be arranged in agreement with the manager. Catch up sessions can only be provided within the time period where the full fee has been paid for regular sessions and all previous payments are up to date. Catch up sessions are considered separate from the regular sessions and cannot be swapped, replaced or exchanged by regular sessions.

Switching between methods of learning

Your child is welcome to switch between online learning and in-centre learning at any time; as long as you provide us with one month's prior notice of the change.

Obligation of parents/guardians

Complete the admission form and read the terms and conditions before your child can start receiving our services and immediately inform us of any change to the information provided.

If you have any cause for concern as to a matter of safety, care, discipline, progress of your child or anything else, you must inform the manager without delay. You undertake to notify the manager of (for example but not limited to) any medical or educational situations where special arrangements may be needed to your child. For the avoidance of doubt this obligation extends to informing the manager about any health/medical condition, disability/ allergy that your child has or develops whether long or short term including any infection(s). For the benefit of all other children attending the lessons, you must not allow your child to attend the lessons if they are suffering from any illness, which could easily disrupt the lesson for other students.

The manager needs to be aware of any matters that are relevant to your child's security and safety. The manager must, for example be notified in writing of any Court orders or situations of risk in relation to your child for whom any special safety precautions may be needed. QS Learning makes no representation that it cannot provide any such safety precaution, nor does it place itself under any obligations to do so.

Immediately inform us of any changes to your contact details. Keep us informed as to the identity of the persons who will be dealing with QS Learning regarding your child.

Behaviour

All students attending the online lessons are expected to be on their best behaviour during all the lessons. QS Learning staff will not tolerate any misbehaviour or inappropriate language being used within the lesson by any student. We reserve the right to take appropriate action and/or terminate the students' attendance should we feel that their behaviour is inappropriate during the lessons. .

Homework policy

Please refer to the QS Learning homework guidance.

Grade Guarantee

Our students consistently achieve excellent results because of which we are able to offer parents peace of mind by offering a grade guarantee.

How the grade guarantee works

After registering for our sessions, we build a profile for each student in each subject. The student sits a diagnostic test and has a one-to-one interview with the tutor. These results, together with observations during the lessons, provide the student's profile. Using that profile we can confidently predict the level/grade the student is capable of achieving.

We will guarantee a level/grade provided that: the student studies with us for one whole academic year at KS1, KS2 and KS3 level and two full academic years at 11 plus, GCSE and A-levels; all classwork, homework/assignments are completed regularly; the student takes on board all advice given by the tutor; the student is well behaved in class; revision is done thoroughly and attendance and punctuality are excellent.

If the student fulfils these criteria as well as any other individual criteria set by the tutors, we can guarantee excellent results. We look forward to working with your child so they, too, achieve the level/grades they deserve!

Warranties

QS Learning will provide the course materials in accordance with the online lesson description, which is set out on the website and/or in any relevant brochure.

QS Learning expects you to take reasonable care to verify that the online lessons and course materials in question will meet your needs. QS Learning does not make any commitment to you that you will obtain any particular result from your use of the online lessons or course materials or that you will obtain any particular qualification on completion of the online lessons (unless otherwise stated on the website and/or in any relevant brochure).

QS Learning does not make any representation, guarantee or commitment to you that the online lessons or course materials will be error free.

QS Learning does not make any commitment that the online lessons or course materials will be compatible with or operate with your software or hardware.

All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

Limitation of liability

The exclusions and limitations of liability contained in the online terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

Except as set out in the online terms, QS Learning shall not be responsible for losses that result from its failure to comply with the online terms including, but not limited to, losses that fall into the following categories:

- (a)** Indirect or consequential losses;
- (b)** Loss of income or revenue;
- (c)** Loss of business;
- (d)** Loss of anticipated savings; or
- (e)** Loss or corruption of data.

QS Learning is not responsible to you for any data that you lose either (a) as a result of accessing the online lessons or the online study materials; or (b) during completion of any online course via our website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the online course and the online study materials; and (ii) all data that you are inputting when completing the online course.

QS Learning's maximum aggregate liability to you for any claims that you may have against QS Learning for direct loss in contract, tort or otherwise arising out of or in connection with the online terms, the online lessons, your use of the course materials and any technical support shall be limited to the amount of the course fee which has been paid, or is payable, by you on a monthly basis.

QS Learning will not be held responsible for any delay or failure to comply with its obligations under the online terms if the delay or failure arises from any cause which

is beyond QS Learning's reasonable control. This condition does not affect your statutory rights.

Each provision in Limitation of liability section shall be construed separately as between you and QS Learning. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

Disclaimer

The online lessons are for teaching and learning purposes only. QS Learning will not accept any responsibility to any party for the use of the online lesson or course materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

Intellectual Property

At all times, QS Learning and/or its licensors, remain the owner of the intellectual property in the online lessons and the course materials. Other than as specified below, no online lessons and/or course materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of QS Learning.

As set out in the online terms or as otherwise agreed by QS Learning pursuant to Additional Online Terms and Conditions, you may not modify, copy, reproduce, republish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the online lessons or any of the course materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the online study materials or create derivative works based on the whole of or any part, or which incorporate, the online study materials into any software program. Access to the online lessons and use of the course materials not expressly permitted in the online terms is strictly prohibited and will constitute an infringement of either QS Learning's copyright or QS Learning's other intellectual property rights, and/or the copyright or other intellectual property rights of QS Learning's licensors.

Data Protection

QS Learning will process the information it receives from you or otherwise holds about you in accordance with the online terms and its privacy policy. You consent to the use by QS Learning of such information in accordance with QS Learning's privacy policy.

Changes by Us

An online lessons description constitutes only an indication of what the online lesson is planned to accomplish. The online lesson description does not form part of the contract between you and us. We will use our reasonable endeavours to provide an online lesson as described.

Inconsistency of Terms

If there is any conflict between these Terms and Conditions of online lessons, any applicable additional online terms and conditions and the terms and conditions of website use, the conflict shall be resolved according to the following order of priority;

1. The Additional online Terms and Conditions;
2. The Terms and Conditions of online lessons; and
3. The Terms and Conditions of website use.

Special offers provided by QS Learning

Please note that QS Learning has the right to withdraw any of the offers at any time, should they feel necessary.

Free assessment and feedback

We offer a free initial assessment for the students where the student is invited to sit an initial assessment to identify their learning needs. This is an opportunity for them to spend time with one of our managers and get a taste of the actual lesson. They will be provided feedback regarding their initial assessment.

Sibling discount

A sibling discount is available where 2 or more siblings attend the centre for KS1-3 courses. Please speak to the manager for further information.

Universal Tax credit/ Working Tax credit

We welcome parents who claim tax credits. Once we agree a start date for your child we will provide you with the details of how you can apply to HMRC and claim the QS Learning fees through them.

Child care vouchers

If you would like to use child care vouchers to pay for the fees for your child we will provide you with the details of how you can apply once we agree a start date.

Free sessions

Free sessions are available on the 11 plus and GCSE courses. The manager will be happy to discuss the details.

Double sessions

A double session discount is available on KS1-3 courses. If your child requires extra support we will be happy to support them at a very small cost.

Flexible payment methods

We recommend that you set up a standing order for the fees to be collected each month. However we do accept online bank transfers and recurring card payments. Payments are always collected in advance.

Refer a friend discount

If you refer your friend to us you will be eligible for a discount. Please speak to the manager for further details.

Flexibility

We try our utmost to provide as much flexibility as possible in providing our services to you. Whether it is catch-up sessions, revision sessions or particular student's needs, we will be happy to provide as much support as possible. Please speak to the manager for further details.

Free workshops/advisory service

QS Learning provides free advisory service for students ensuring they make the right decisions; whether it's choosing the correct GCSE or A-level subjects, CV writing, interview preparation, work experience or anything else. We provide parents and students free workshops regarding their career prospects and future planning.

Regular meetings

At QS Learning we believe that regular interaction with the parents is the best way to ensure that our students achieve to their best ability. We have formal meetings every 3 months, however informal chats can take place as often as it may be required.

Guaranteed results

Best of all we guarantee results! We ensure that all our students achieve outstanding results by joining QS Learning.

General

QS Learning reserves the right to recover any reasonable debt collection costs in connection with the online terms.

QS Learning may update or amend the online terms from time to time to comply with law or to meet its changing business requirements or to correct any errors without notice to you. Any updates or amendments will be posted on the website.

You may not assign or sub-contract any of your rights or obligations under the online terms to any third party unless agreed to by QS Learning pursuant to additional online terms and conditions.

QS Learning may assign, transfer or sub-contract any of its rights or obligations under the online terms to any third party at its discretion.

No failure or delay by QS Learning in exercising any right or remedy under the online terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by QS Learning in writing.

If any of the online terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the online terms shall remain in full force and effect.

Any notices required to be served on you by QS Learning under the online terms will be deemed properly served if emailed or posted to the email address or address notified by you to QS Learning, respectively. Any notices required to be served on QS Learning by you will be deemed properly served if sent by email or post to the address.

A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.

The Contract between you and QS Learning will be concluded in English only.

The contract between you and QS Learning is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the contract (Rights of Third Parties) Act 1999 or otherwise.

The online terms, and any other matters arising out of or in relation to the online terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the online terms.

Physical Study Materials (if applicable)

Where physical study materials accompany the online lessons and they are supplied by QS Learning, you will be liable to pay for the extra cost of the material and a delivery charge may be payable by you to QS Learning. The details of any delivery charges will be notified to you by the QS Learning team. QS Learning will post the physical study materials to the person and address you give us at the time you complete the admission form.

When physical study materials are sent to you outside of the United Kingdom, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. QS Learning has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order our services (including physical study materials) from QS Learning, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the services.

Risk of damage to or loss of, any physical study materials shall pass from QS Learning to you on delivery. Ownership of the physical study materials will pass to you on the later of receipt of payment by QS Learning in full of all sums due to QS Learning in respect of the physical study materials, and, delivery of the physical study materials to you.

QS Learning must be notified of any queries, complaints or incomplete or incorrect deliveries within 48 hours of you receiving the physical study materials. If you do not notify QS Learning within this time period, QS Learning will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

Additional study materials (if applicable)

Additional study materials may be available as an add-on to online lessons. A charge may be payable for such additional study materials (as set out in the information relating to the additional study materials) and the delivery of such additional study materials to you.

Any payment for additional study materials (if applicable) and any delivery charges payable in relation to the delivery of additional study materials, if applicable, will be accepted by the same methods of payments as for the regular tuition fee.

Other learning material

Additional material needed to carry out the online lessons will need to be provided by the parent/guardian of the student. This might include electronic devices, internet connection, webcam, headphones, mic, stationary, books etc.

Online lesson content and access terms

The description of the online lessons on the QS Learning website and/or in any relevant brochure will set out details of the contents of the available online lessons.

Except as set out in the description of the online lessons on the QS Learning website and/or in any relevant brochure, no additional course materials and/or tuition will be provided by QS Learning.

Upon receipt of the payment an email confirmation from QS Learning will be sent to you to notify of when you will have access to the online lessons purchased and for the length of time such access will be made available to you, unless any such online lessons are removed.

The receipt of an online lesson is personal to you and, unless otherwise agreed by QS Learning pursuant to additional Terms and Conditions, you may not share or transfer your rights to access the online lessons or provide an online lesson to any other person.

You may incur charges to your internet service provider while you are accessing and/or downloading the course materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the course materials. You are responsible for paying any such charges.

We reserve the right to monitor IP addresses that are used to access the course materials and, if a student is found to be in contravention of the access rules, we may terminate a student's access to the online lessons and the course material. In such circumstances, no refund will be given.

Modifications to Online Lessons or technology enhancements

From time to time, QS Learning may make modifications or enhancements to the online lessons. You will have access to such changes free of charge only to the extent that such changes relate to the online lessons purchased by you.

Purchase of current online lessons does not entitle you to have access to future revised online lessons as part of the original purchase.

Third party online portals

From time to time, during our maintenance or downtime we will use a third party online portal to deliver our online lessons. We cannot guarantee any discrepancies and errors or the safety of your child whilst using the third party portal.

Technical Support and Access

If you are unable to access any online lessons, QS Learning will use reasonable endeavours to provide a solution where QS Learning has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, QS Learning may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.

You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

QS Learning will use reasonable endeavours to make the online lessons available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. QS Learning reserves the right to suspend access to the website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the website.

You also accept and acknowledge that QS Learning cannot be held responsible for any delay or disruptions to your access to the online lessons as a result of such suspension or any of the following:

- (a)** The operation of the internet and the World Wide Web, including but not limited to viruses;
- (b)** Any firewall restrictions that have been placed on your network or the computer you are using to access the online lessons;
- (c)** Failures of telecommunications links and equipment; or
- (d)** Updated browser issues.

Special requests

Under some circumstances we are happy to provide your child with one to one sessions to ensure that their needs are met. Please note that prices will vary for these sessions and there will be no discounts available for these sessions. All

sessions will be delivered in accordance to the national curriculum. Should you wish to arrange one to one sessions for your child please contact the manager.