

# Balsham Education - Terms and Conditions

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## Introduction

By accessing and using the Balsham Education website and services, you agree to the following terms and conditions. These terms govern your use of our tutoring services, website, and any interaction with tutors or clients introduced through Balsham Education. By using our services, you accept these terms in full. If you do not agree with any part of these terms, you must refrain from using our services.

## Definitions

In these terms and conditions, the following terms shall have the following meanings:

1. 'Client' refers to the individual or organization seeking tutoring services through Balsham Education.
2. 'Tutor' refers to the individual providing educational or tutoring services introduced by Balsham Education.
3. 'Services' refer to the tutoring, mentoring, or educational services facilitated by Balsham Education.
4. 'Platform' refers to the website, application, or any online services used by Balsham Education to connect tutors and clients.

## General Terms

Balsham Education acts as an intermediary between tutors and clients to facilitate the provision of educational services. The platform allows clients to search for tutors based on specific needs, and tutors to offer their services. Once an introduction is made, the client and tutor establish a direct contractual relationship. Balsham Education may assist in the management of this relationship but is not responsible for the delivery of tutoring services. All tutors operate as independent contractors and are not employees of Balsham Education.

## Responsibilities of Tutors

1. Tutors must comply with all applicable laws, including safeguarding regulations and health and safety requirements when working with students.
2. Tutors must provide accurate and truthful information about their qualifications, experience, and capabilities.
3. Tutors are expected to prepare for each session and deliver content in line with the client's goals and the educational needs of the student.
4. Tutors are responsible for reporting any issues or concerns with the client or student to

Balsham Education.

5. Tutors must maintain professional boundaries, refrain from any inappropriate behavior, and follow the professional code of conduct as laid out by Balsham Education.

## **Responsibilities of Clients**

1. Clients must provide complete and accurate information about their tutoring needs, including any specific educational or behavioral challenges the student may face.
2. Clients must ensure a safe and appropriate environment for tutoring sessions, whether they are conducted online or in person.
3. Clients are responsible for payment of all fees as agreed with Balsham Education and the tutor, in accordance with the terms set out below.
4. Clients must treat tutors with respect and refrain from any behavior that could be considered inappropriate or abusive.
5. Clients are responsible for ensuring that any tutoring sessions with minors are properly supervised in compliance with relevant safeguarding regulations.

## **Intellectual Property**

All intellectual property rights in the content and materials provided through the Balsham Education website, including but not limited to text, graphics, logos, and software, are owned by or licensed to Balsham Education. Clients and tutors may use these materials solely for personal educational purposes. Any reproduction, modification, distribution, or republication of materials, without prior written consent from Balsham Education, is prohibited.

Tutors are not permitted to share, sell, or distribute any course materials, resources, or proprietary information provided through Balsham Education without explicit permission from the company.

## **Tutor Introduction and Engagement**

Balsham Education introduces tutors to clients based on the client's specific educational needs. Once an introduction is made, the tutor and client are responsible for agreeing on the terms of the tutoring engagement, including the scope of work, duration of services, and payment terms. Balsham Education may assist in facilitating these agreements but is not a party to the contract between the tutor and client.

## **Fees and Payment**

Fees for tutoring services are agreed between the tutor and client, and payment is due at the time of booking or as otherwise agreed. Balsham Education may act as an intermediary to facilitate payments between tutors and clients. Payment details, including the rate,

session frequency, and any additional charges (such as travel costs), must be agreed upon prior to the commencement of services.

1. Clients must make payment within the terms agreed with the tutor, typically within 7 days of the invoice date.
2. If a client fails to pay within the agreed terms, Balsham Education reserves the right to suspend services and pursue legal remedies for the collection of unpaid fees.

## **Cancellation and Refund Policy**

Clients must provide at least 48 hours' notice if they wish to cancel or reschedule a tutoring session. If cancellation is made within 48 hours of the session, the client may still be liable to pay the full fee. Tutors are also expected to provide adequate notice if they need to cancel or reschedule a session. Repeated cancellations by either party may result in the termination of their relationship with Balsham Education.

### **Refund Policy:**

Refunds will only be provided in cases where the tutor is unable to deliver the agreed-upon services or if the client cancels with sufficient notice. Refund requests must be submitted in writing and will be processed within 14 working days. Balsham Education will not provide refunds for services rendered.

## **Liability and Disclaimer**

Balsham Education acts as an introducer between tutors and clients and does not take responsibility for the quality of services provided by tutors or the outcomes of the tutoring. While Balsham Education makes every effort to ensure that tutors are qualified and capable, we cannot guarantee specific results or achievements from tutoring services.

Balsham Education will not be liable for any indirect, incidental, or consequential losses, including but not limited to loss of profits, business, or data, arising from the use of our services. Our liability is limited to the total fees paid for the services directly provided by Balsham Education.

## **Data Protection and Privacy**

Balsham Education is committed to protecting the privacy of its users. We will collect, store, and process personal data in compliance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Personal information will only be used for the purposes of providing tutoring services and will not be shared with third parties without consent, unless required by law.

Tutors and clients are expected to maintain confidentiality and privacy during and after the tutoring relationship. Tutors must not disclose any personal information about students without consent.

## **Complaints and Dispute Resolution**

Any complaints regarding the service provided by a tutor or client must be raised with Balsham Education in writing. We will attempt to mediate and resolve disputes but do not take legal responsibility for disputes between tutors and clients.

## **Governing Law**

These terms and conditions are governed by the laws of England and Wales. Any disputes arising from the use of Balsham Education services will be subject to the exclusive jurisdiction of the courts of England and Wales.