

# Client Terms and Conditions

Created by Helen Osmond on 28 Mar 2023 . Last Reviewed on 23 Sept 2025

## 1) About Us and Our Business

(a) We are **Osmond Education Ltd**, a company registered in England and Wales.  
We are Registration Number: 14844294 and we have our Registered Address at

The Old Post Office  
41-43 Market Place  
Chippenham  
SN15 3HR

We operate the website at [www.osmondeducation.co.uk](http://www.osmondeducation.co.uk). The main email address is [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk). We are not registered for VAT.

(b) These Business Terms supersede anything else and always apply unless we've agreed something else with you in writing. Together with the policies referred to in them and our Tuition Requirements Email(s), they form our agreement with you, the student (person receiving the tuition), or with the student's parent or legal guardian where the student is aged under 18 years old. Please email us at [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk) if you have any queries about our Agreement.

(c) We operate as an Employment Business. We run our business according to mandatory regulations and legislation which applies to how we operate our business, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

(d) We will confirm how we are working with you in your Tuition Requirement Email. You should also read our [Working Together Policy](#) which forms part of these, our Business Terms. This policy explains what information we collect and provide and how we, as a business, work to comply with our legal obligations. Please email [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk) if you have any queries.

## 2) How we work together

(1) We will work with you to collect the information we need so we understand each student's requirements. We then use this information to ensure we can provide tutoring and support to help each student achieve the best results they can. However, we do not guarantee nor are responsible for any results from any tuition. If you have any queries or concerns regarding our services, please email [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk)

(2) Accessing Tutoring - Tutoring may be in person or online, both one-to-one and in group sessions.

(a) One-to-one online Sessions - Most of our online sessions use an online whiteboard such as Zoom or Pencil Spaces. You will need a reliable internet connection which allows the student to have a continuous meeting with the Tutor which lasts at least 1 hour. Please contact [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk) if there are any issues with this. You can access the online whiteboard using the link in your Tuition Requirement Email or through the Tutorbird Portal.

(b) Group Sessions, which include any workshops and masterclasses, are held in a group, with other students. As applicable, please refer to the relevant details for your Group Session on our website or in your Tuition Requirement Email. This will also explain whether your sessions are online and how to access them, or where they will be held.

(c) You are responsible for all and any costs relating to attendance at tutoring sessions.

(3) As an Employment Business, we provide you with all the information that you need about relevant tutor(s) and are here to deal with any queries you may have. Once you decide to work with a Tutor (Your Tutor) we'll send a Tuition Requirement Email to confirm what's agreed. We will then help you organise sessions. We can also provide additional information, such as progress reports. If you want to reschedule a session you can contact the Tutor directly or we will also assist with Rescheduling - please see [section 5](#).

(4) Subject to Third Party rights (for example, Third Parties own the Platforms we use), we own the logo, techniques, information, documents, and all materials and content, including Digital Content, and any rights (such as copyright and other intellectual property rights in the fullest sense). You have a licence to use anything we supply for the duration of our Agreement with you. However, you can't share with any other person or organisation or allow them to access or use all or any part of it for any reason, nor can you copy, modify or publish it (such as on social media) in any way.

(5) Your Information, Data Protection and Confidentiality:

(a) For details about the information (data) that we collect from both Tutors, you and the student, please see our Working Together Policy. We rely on all the information and documents that you give us so please check that it is complete, accurate and valid.

(b) We use (process) your data in accordance with our [Privacy Notice](#). Please email us at [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk) for any queries. However, please remember that anything which you share in a Group Session is not confidential but please see [section 4\(3\)](#) following.

(c) **Use of Communication for Marketing** From time to time, anonymised feedback or communication from parents may be used for marketing purposes, including social media posts, website content, and promotional materials. All identifying details (such as names, personal information, or references that could identify a student) will be removed to ensure full anonymity. If you would prefer that your feedback is not used in this way, please notify us in writing at [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk)

### 3) Tutor Responsibilities

All of the tutors who work through Osmond Education have agreed to the following responsibilities unless they have told you otherwise in writing.

(1) The Tutor will confirm the time, location, duration and frequency of tuition sessions with you. The Tutor has also agreed to our [Rescheduling and Attendance policy](#).

- (2) The Tutor will discuss the structure of sessions with you.
- (3) The Tutor will update you on the progress of the student, at your request or if they feel something needs to be drawn to your attention. This might not be directly after the tuition session and may be by email or telephone.
- (4) The Tutor will adhere to a strict professional [Code of Practice](#) as outlined by The Tutors' Association.
- (5) In case of illness or holiday the tutor will give as much notice as possible, and make alternative arrangements as possible. This could mean the tutor may offer to provide a substitute tutor for a short period of time.
- (6) Preparing for Lessons:
  - (a) For tuition sessions in person at the student's home, the tutor will take all reasonable steps to arrive on time. Any missed time because the tutor is delayed will be made up either at the end of the session or in a subsequent session as agreed between the tutor and the client.
  - (b) For tuition sessions in person at the tutor's workplace, the tutor will provide a warm, well-lit and quiet environment with suitable table and chairs. There will be another responsible adult in the building.
  - (c) For tuition sessions online, the tutor will be logged in at the start of the session.
- (7) Provided that the student is available for tuition at the start of the agreed time, the tutor will give the full time agreed, with no deductions for preparation work, tidying up or other unrelated activities.

## 4) Your Responsibilities

You, and as applicable the student, agree to the following.

- (1) You understand your obligations to keep students safe and will comply with our [Safeguarding Policy](#). This includes ensuring an adult is present in the building during tuition sessions, even during online sessions, as well as being aware of online safety.
- (2) You will work with the tutor(s) to identify what specific support and guidance that the student needs.
- (3) If you/the student is taking part in a Group Session, other students may decide to share confidential information and we would ask you not to disclose that information to anyone else.
- (4) Preparing for Lessons:
  - (d) For tuition sessions in person at your home, the student must be ready with all necessary equipment, in a warm, well lit and quiet room of the home, with suitable chairs and table to work.
  - (e) For tuition sessions in person at the tutor's workplace, the student must arrive on time, and ready with the necessary equipment. If the student is late, missed time will not be made up, except at the tutor's discretion.
  - (f) For tuition sessions online, the student will have access to a computer, and be logged on for the start of the session. They will also need a graphics or writing tablet to fully participate online.

## 5) Rescheduling and Attendance Policy

If you need to miss or reschedule a session, please refer to our [Rescheduling and Attendance Policy](#).

## 6) Cancellations

(1) Cancellations - Subject to any pre-agreed tuition packages, such as those which are for fixed or minimum terms (such as a discounted block booking of more than 8 sessions), you can cancel tuition by giving us one week's written notice.

(2) Consumer Cancellations: The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for training. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and you are buying at a distance) then you usually have 14 days from the date after you place your order to cancel the order. However, If you use any services then you will have to pay for what you've received.

(3) We or a Tutor can cancel tuition by giving you 10 days written notice by email.

## 7) Payment

(1) In signing up for tuition, you pay a non-refundable deposit to hold your place. The deposit will be taken off of the first invoice.

(2) We'll invoice you every month in advance for the fees agreed on the Tuition Requirement Email.

(3) Paying: Payment will be taken via credit card or BACS direct debit in GBP (whichever method you've signed up with) on the day of the invoice and is inclusive of any applicable VAT.

(4) Minimum term - Sometimes sessions are scheduled for a minimum or fixed term which is the minimum time we will provide services to you. This will be detailed on the Website or in your Tuition Requirement Email.

(5) Offers: Any offers which we may make available (such as Early bird, coupon codes, exclusive discounts, promotions or free to access resources) are not retrospective, not transferable, can't be exchanged for cash and are subject to availability and the terms and conditions of that offer. You can only use one offer per order.

(6) Extras: You will have to pay extra if you ask for any Additional Services (such as additional tuition) which are not included on the Tuition Requirement Email. We will agree on

a price and payment terms with you before giving any additional support. If an online Tutor agrees to meet up with you in person, we'll agree any additional terms with you (for example, travelling costs) or you will be charged our standard rates.

(7) Payment Problems: If there's a problem with payment, such as paying late, we reserve the right to:-

(a) immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.

(b) We charge interest at the rate of 5% per week from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. We may also recover reasonable costs including, but not limited to, legal costs and expenses incurred in obtaining payment.

(8) Prices are reviewed every September, at the start of the academic year, and at least 30 days notice will be given of any price increases.

## 8) Generally

(1) Limitation of liability: In so far as the law allows, we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or anyone else, however it was caused. If we are found liable in any way then your claim would be limited to damages which will not exceed the amount you paid for, as applicable, the invoice to which your complaint relates.

(2) Any rights in this agreement are for your sole benefit and can't be shared or transferred in any way.

(3) Notices: Notices must be sent to the email and/or postal addresses provided in the Tuition Requirement Email unless we write to with a change, or you email us to [info@osmondeducation.co.uk](mailto:info@osmondeducation.co.uk). Notices are deemed to be received when sent by

(a) Email - on the Working Day any Monday To Friday from 11am to 4pm GMT but excluding any public holiday in England) on which they were sent, provided the sender has a valid successful delivery receipt.

(b) Post-using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(4) Waiver: Nothing in our Agreement will stop us from enforcing any of our rights in the future.

(5) Invalidity: Each section (clause) or any part at all of our Agreement is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is found to be unenforceable or invalid, it will be treated as being cut out (severed) and will not affect the enforceability or validity of the rest of our Agreement.

(6) Governing Law: Our Agreement will be interpreted, construed and enforced in accordance with English law and will be subject to the exclusive power (jurisdiction) of the English Courts.

Please also see the [Client Complaint Procedure](#)