Terms and Conditions of Pass and Beyond.

* Pass and Beyond is referred to as “we” have created the terms and conditions.
* In this Statement, references to “you” and “your” are references to the user of i.e. pass-and-beyond.co.uk (the “Site”).

1. Tuition:

* The Tutor is responsible for co-ordinating the tuition and this is normally held at the student’s home, online or using a platform agreed upon by the tutor, client and the company.
* The tutor can tailor his/her method to the needs of the student.
* In order to find the best approach, the information provided beforehand by the client/student is essential.
* Please ensure that tuition can be conducted in a quiet atmosphere conducive to concentration on the tuition involved.
* Provision of exercise books and textbooks is usually the responsibility of the client.
* Tuition normally consists of one-hour sessions.
* Shorter or longer sessions should be agreed in advance between client and tutor.

1. Safeguarding

* The tutor is engaged by the client only to provide tuition and is not responsible for the safety, welfare, wellbeing and care of minor students or for the protection of any person’s property.
* In the case of Students under the age of 18 years, a responsible adult (other than the Tutor) must be present at the premises at all times during which the tutor attends for tuition.
* The responsible adult must make themselves known to the tutor at the start of the session.
* If no responsible adult can be provided, the session will be terminated and a refund will not be applied.
* Tutoring should also not take place in bedrooms or other rooms where a door is closed and another responsible adult is not present, whether in person or online.

1. Punctuality, Timing & Feedback

* The student and accompanying adult should be at the address where the session is to take place within enough time to allow the tutor time to set up and begin teaching the session at the pre-arranged time.
* Students should be ready to begin a session at the pre-arranged time.
* The tutor is not required to add time onto the end of a session to make up for a delay in the start of a session because the student or accompanying adult was not present or ready to begin.
* The tutors is available for debriefing up to 10 minutes after a Session.
* If more than 10 minutes is required, then we request that the client either book in a separate feedback session with the tutor or agree for the tutor to reduce the teaching time of a future Session(s) to enable them to give the amount of feedback time required.
* If the tutor is late for a session, then it is the duty of the tutor to arrange to make up the lost time.

1. Attitude:

* Tutors must be treated respectfully and appropriate language must be used; swearing or innuendo will not be tolerated.
* Where there is a problem with the tutor this must be reported to Pass and Beyond immediately.
* There is zero tolerance towards violence and abuse.

1. Mobile Phones:

* Students should not use mobile phones during contact time.
* Where a phone is needed for learning or assessment purposes then this should be explained to the tutor and noted to the accompanying adult present in the house.
* The phone use should be exclusively for the learning purpose intended.

1. Fees and Payment:

* Pass and Beyond will agree with the client a fee based on an hourly rate and collect the fee from the client by rendering an invoice at the beginning of each half term or another pre-agreed time.
* Payment by the client must be made within 10 days of the date of the invoice.
* Pass and Beyond will provide email confirmation once payment has been received via bank transfer.
* Any card details which are collected may be charged in the event of late or non-payment.
* As such, Pass and Beyond reserves the right to take payment for invoices from any payment card we may hold from the client.
* Any credit/debit card or bank account details that you supply will not be passed on to any third party.
* The client is responsible for ensuring that each invoice is accurate and if there are any discrepancies, the client should notify Pass and Beyond within 48 hours of the invoice being sent.
* Any expenses must be agreed with the tutor in advance.
* Travel and/or resource costs, if applicable, shall be agreed in advance between the client and Pass and Beyond (on behalf of the Tutor) and will also be added to the invoice.
* In the event of late or non-payment of fees, Pass and Beyond reserve the right to suspend any provision for tuition provided by the Tutor(s) until full payment is received.
* Furthermore, Pass and Beyond reserves the right to recover any legal costs incurred in the recovery of debt.
* These costs will be recovered from the Client in full including legal and courts fees.

* The first payment for lessons will be an advance payment of one part or full half term’s sessions hours charged via a bank account transfer.
* In the event that a BACS payment has not been made, Pass and Beyond reserves the right to charge any credit or debit card held.

1. Cancellations, illness and holidays

* Cancellations should be made via email to [**pass.and.beyond2023@gmail.com**](mailto:pass.and.beyond2023@gmail.com)

as well as directly with the tutor.

* Cancelling solely by phone conversation or SMS with the tutor is not an effective cancellation since Pass and Beyond may not be aware of it, or able to verify that it was made in the event of a dispute.
* At least 24 hours’ notice must be given by the Client to the Tutor of the cancellation of a session for any reason whatsoever (unless the cause is deemed by the tutor to be unavoidable).
* If less than 24 hours’ notice is given of a cancellation, the client remains responsible for the full fee for the missed session.
* The client must contact the tutor to advise of any planned holidays giving a minimum of 24 hours’ notice.
* Any cancellation due to illness should also be subject to this notice period however, the Tutor will endeavour to find an alternative date.
* The tutor reserves the right to cancel the sessions with 24 hours’ notice at any time.
* Any payments towards unused sessions will be refunded to the client.
* If the tutor cancels their tuition mid-course, Pass and Beyond will endeavour to cancel the remaining sessions free of charge.

* A minimum of one weeks’ notice must be given to end tuition, by email to Pass and Beyond to [**pass.and.beyond2023@gmail.com**](mailto:pass.and.beyond2023@gmail.com)
* If a session falls on a bank holiday or other national or religious holiday that either the tutor or the client wishes to observe, then an alternative session must be arranged.
* Pass and Beyond must be informed of any new arrangements.

1. Expenses:

* All expenses (including books and travel) must be agreed between the Tutor, the Client and Pass and Beyond in advance.
* All agreed upon expenses will be added to the invoice as an ‘ad hoc charge’.
* Any books or supplies purchased by the tutor which are not agreed upon by the client will not be reimbursed by the client or by Pass and Beyond.
* We request that, where possible, all receipts for travel and books are kept by the tutor for accurate reimbursement.
* We also ask that these expenses are agreed in writing where possible to avoid future disputes.

1. Access to our site

#### Access to Our Site only is free of charge.

#### It is your responsibility to make the arrangements necessary in order to access Our Site.

#### Access to Our Site is provided on an “as is” and on an “as available” basis.

* We may suspend or discontinue Our Site (or any part of it) at any time.
* We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.
* Our site may be subject to changes and updates at any time.
* If We suspend or discontinue Our Site (or any part of it),
* We will try to give you reasonable notice of the suspension or discontinuation.

10.Obligations of Pass and Beyond

#### In consideration of the Pass and Beyond Payments, Pass and Beyond agrees:

#### to provide the Pass and Beyond Services with all due care, skill and ability and in a timely manner and in the best interests of the Client and the Tutor;

#### provide promptly and give to the Client all such information as they may reasonably require in connection with the provision of the Pass and Beyond services.

#### You are responsible for validating the proper functioning of the Client Tools during the free meeting where necessary.

#### In exceptional cases, there may be other reasons relating to incompatibility or otherwise as to why You may be unable to successfully validate and access the Services.

#### Pass and Beyond uses all reasonable endeavours to make the services available to all and where this is not possible for any reason whatsoever,

#### Pass and Beyond shall not be responsible nor liable to you as a result of any act or omission on your part relating to:

#### Your inability to access the Services in whole or in part including but not limited to:

#### 10.1 resultant feedback (echoes), audio break-ups, video or sound delays;

#### 10.2 Your failure to use and configure the prescribed headset and microphone;

#### 10.3 Your failure to at least meet the minimum system requirements.

#### You acknowledge and accept that from time to time, you may experience entire or partial failure of your video during a Tutorial due to fluctuations or insufficient bandwidth and under such circumstances,

#### You agree that the tutorial shall continue without video and confirm that this is acceptable to You in all circumstances.

#### For the avoidance of doubt, you will not receive a full or partial refund for bandwidth-related interferences.

### 11. Client obligations

#### When You use the Site and the Pass and Beyond Services and when you book and accept the Tutoring Services:

#### you must comply with any requirements as directed by Pass and Beyond as amended from time to time and in accordance with these Client Terms.

In particular You agree:

#### 11.1 to provide all service, telephony and/or other fees and costs associated with your access to and use of the Services;

#### 11.2 to obtain and maintain all Client Tools to use and access the Services in accordance with the clauses 5.2, 5.3 and 5.4.

* Any problem concerning a technical issue regarding a client’s personal computer or internet service provider is not the responsibility of Pass and Beyond.
* You must use a headset and microphone (not loudspeakers) which must be plugged in and fully configured;

#### 11.3 to buy, keep up to date and pay for the latest available version of security software to protect against the transmission of viruses and other computer malware during Your access to and use of the Services;

#### 11.4 to provide promptly and give to the Tutor all such information as they may reasonably require in connection with the provision of the Services;

#### 11.5 to notify Pass and Beyond immediately should the student become ill or otherwise unable to take part on a Tutorial in any way and unable to attend Your Tutorial.

#### 11.6 to be solely responsible in assessing the suitability of a Tutor to deliver the Tutoring Services and the accuracy of their stated credentials, expertise, references, CRB/DBS (where applicable).

CRB/DBS and any qualification of the tutor is self-certified by the tutor and is not verified, validated or checked by Pass and Beyond;

#### 11.7 to contact a Tutor via email or text messages.

#### 11.8 not to act as an agent to promote the services or opportunities of a company; and,

#### 11.9 not to publish any abusive comments about a Tutor or another Student on the Site or any other place including defamatory or derogatory comments.

### 12.How You May Use Our Site and Content

### (Intellectual Property Rights)

#### 12.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise.

* All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

#### 12.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).

#### 12.3 You may print and download extracts of any page(s) from Our Site for personal use only.

#### 12.4 You may not modify the printed copies or downloaded extracts in any way.

* Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.

#### 12.5 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.

#### 12.6 You may not use any Content from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as applicable).

* This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.

#### 12.7 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, ‘Acts Permitted in Relation to Copyright Works’

#### 12.8 This provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche.

Further information is available from the UK Intellectual Property Office.

### **13.Links to Our Site**

#### 13.1 You may only link to the homepage of Our Site, www.pass-and-beyond.co.uk

Linking to other pages on Our Site requires our express written permission.

#### 13.2 Links to Our Site must be fair and lawful.

You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

#### 13.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

#### 13.4 Your link should not use any logos or trade-marks displayed on Our Site without Our express written permission.

#### 13.5 You must not frame or embed Our Site on another website without Our express written permission.

#### 13.6 You may not link to Our Site from another website the main content of which is:

#### unlawful; obscene; offensive;

#### inappropriate; dishonest;

#### defamatory; threatening; racist, sexist,

#### or otherwise, discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights;

#### or that We deem to be otherwise objectionable.

### **14. Links to Other Sites**

#### 14.1 Links to other websites may be included on Our Site.

Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

#### 14.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

### 15. Disclaimers

#### 15.1 Nothing on Our Site constitutes professional advice on which you should rely.

* It is provided for general information purposes only.

#### 15.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date.

#### We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

### 16. Our Liability

#### 16.1 Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

#### 16.2 If you are a consumer, you agree that you will not use Our Site for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.

### 17. Viruses, Malware, and Security

#### 17.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

#### 17.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

#### 17.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

#### 17.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

#### 17.5 You must not attack Our Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.

#### 17.6 By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990.

* Any and all such breaches will be reported to the relevant law enforcement authorities.
* We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

### 18. Acceptable Usage of Our Site

#### 18.1 You may only use Our Site in a lawful manner:

**a)** You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;

**b)** You must not use our site in any way, or for any purpose, that is unlawful or fraudulent; and

**c)**You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

#### 18.2 If you fail to comply with the provisions of this Part 14, you will be in breach of these Terms and Conditions.

We may take one or more of the following actions in response:

1. **a)** Suspend or terminate your right to use Our Site;
2. **b)** Issue you with a written warning;
3. **c)** Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
4. **d)** Take further legal action against you, as appropriate;
5. **e)** Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
6. **f)** Any other actions which we deem reasonably appropriate (and lawful).

#### 18.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 14.2) in response to your breach.

### 19. Changes to these Terms and Conditions

#### We may alter these Terms and Conditions at any time.

* As explained above, your use of our Site constitutes your acceptance of these Terms and Conditions.
* Consequently, any changes made to these Terms and Conditions will apply to your use of our site the first time you use it after the changes have been implemented.
* You are therefore advised to check this page every time you use Our Site.

#### If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

* If you are a consumer, you agree that you will not use Our Site or our resources for any commercial or business purposes and that we shall have no liability to you for any business losses as set out above.

### 20. International Users

* Our Site is intended for users in the United Kingdom only.
* We do not warrant or represent that Our Site or its Content are available in other locations or are suitable for use in other locations.

21. Termination

#### 21.1 Subject to 13.2, these Client Terms shall commence on the date We activate Your Account on the Site and shall continue unless terminated with immediate effect (without compensation) upon either party serving Written Notice on the other

#### Or, if the Client is committed to an existing Contract, upon the conclusion of the existing Contract provided that Pass and Beyond has no objections.

* You agree that by entering into this contract you are waiving your statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”) and agree for the Services to start on the Deemed Start Date.

#### 21.2 Pass and Beyond may terminate this Agreement with You immediately without compensation or Written Notice by ending Your access to the Services if You commit a breach of any of these Client Terms, or if:

#### 21.2.1 any information provided by You is found to be untrue, inaccurate, out-of-date, or incomplete;

#### 21.2.2 You act in any way that has brought, or could bring, Pass and Beyond in to disrepute; or,

#### 21.2.3 You do not show up at a tutorial without having cancelled it or You repeatedly cancel Tutorials.

#### 21.3 In the event of any such termination, Client shall pay for all Tutoring Services already successfully delivered and which are not the subject of a Dispute as at the date of termination and neither Pass and Beyond nor the Tutor shall be liable for any Losses incurred by You after the date of termination.

#### 21.4 For the avoidance of doubt, if Pass and Beyond terminate this Agreement with You and You have paid the Tutor for Tutorials in advance, Pass and Beyond agrees to refund You all the pre-payments within fourteen (14) calendar days of termination.

#### 13.5 You can always end Your contract with us.

Your rights when You end the Tutor Term will depend on how the Tutor is performing and when You decide to end the contract:

#### Terms and conditions last updated on November 2023