

# **Terms of Booking**

#### 1. Introduction

- 1.1. The contract between beneficiaries and Exam Star® covers all tutoring activities and is provided to help both parties work together. Exam Star® is responsible for its own actions only and takes no responsibility for the actions of the client or the tutor.
- 1.2. All Tutorial sessions with Exam Tutors will be booked through Exam Star®. Parents/guardians and students agree they will in no way try to undercut, transact independently or otherwise disintermediate Exam Star®. The above will result in Exam Star® barring the student.
- 1.3. Students must be at least 18 years old to book a Tutor for themselves. Students under the age of 18 must be represented by a parent or legal guardian who gives consent for them to receive tuition from a Tutor via Exam Star®. Exam Star® is not responsible for any dispute between a person under the age of 18 and a parent or quardian.
- **1.4** Users agree to abide by the Terms of booking provided through making a booking.

#### 2. Booking terms

On booking with Exam Star®, the beneficiary creates an agreement with Exam Star® to provide tutorials at the specified times and dates.

2.1. Tutorial bookings can be completed on the Exam Star® website.

- 2.2. **No refunds**. All sales are final, and Exam Star® does not offer any money-back guarantees. By booking with the organisation, beneficiaries recognise and agree that they shall not be entitled to a refund for any purchase under any circumstances.
- 2.3. First come, first serve. The booking system operates on a first come first serve basis. Parents/guardians are advised to book tutorial sessions months in advance if they wish to continue current tutoring arrangement(s) with their child/ren tutor(s)
- 2.4. Exam Star® Tutors can share their individual booking links with their current tutees' parents and remind them to book tutorials well in advance to avoid disappointments.
- 2.5. Parents/guardians can book tutorials with any tutor of their choice (i.e., either their current tutor or new ones) depending on tutors' availability.

# 3. Rescheduling and Cancellation

- 3.1. **No refunds**. All sales are final, and Exam Star® does not offer any money-back guarantees. By booking with the organisation, beneficiaries recognise and agree that they shall not be entitled to a refund for any purchase under any circumstances.
- **3.2**. In the event of a missed or cancelled tutorial session, the beneficiary and tutor must liaise with each other to reschedule the tutorial at a mutually convenient time. This is to ensure continuity in the tutee's learning.
- 3.3. Tutorials cannot be cancelled after they have started.

## 4. Payment terms

- **4.1.** Exam Star® tutorial services are payable at the time of booking. Payment information will be stated on the scheduling platform.
- **4.2.** Exam Star® will help with dispute resolution if necessary. Disputes must be communicated with the tuition programme coordinator.

### 5. Client responsibilities

- **5.1.** The beneficiary is responsible for complying with the parental consent and responsibility and acceptable use policies <a href="https://www.examstar.org.uk/policies/">https://www.examstar.org.uk/policies/</a> which they agreed on registration and must:
- **5.1.1.** Be of legal age and be in the capacity to agree to these Terms.
- **5.1.2.** Provide accurate, current and complete information about themselves.
- 5.1.3. If a tutorial does not happen the beneficiary is responsible for rescheduling or informing Exam Star® and raising an issue if it has not been possible to reschedule the tutorial.
- 5.2. The beneficiary should not pay the tutor directly.
- 5.3. The beneficiary accepts that Exam Star® is responsible for recruiting tutors and providing communication & payment services for this contract, but Exam Star® is not responsible for the tutor's conduct.
- 5.4. The beneficiary should respect that the tutor is engaged to educate and not to complete work on behalf of the tutee.

### 6. Tutor responsibilities

- 6.1. The tutor accepts that they are responsible for their personal and professional behaviour on and off Exam Star®.
- 6.2. The tutor will ensure they are able to meet their bookings and arrive on time and prepared for the tutorials.
- 6.3. The tutor agrees to behave in accordance with generally applicable standards of professional behaviour and to comply with the Exam Star® staff and volunteer acceptable use policies agreement <a href="https://www.examstar.org.uk/policies/">https://www.examstar.org.uk/policies/</a>
- 6.4. The tutor is responsible for raising an issue with Exam Star® if the beneficiary is not in attendance at the tutorial time, if the arrangements for the tutorial are not suitable, or where there is any other behaviour that is inappropriate. Issues should be raised as soon as practicable, and not later than 24 hours after the lesson time.

#### 7. Exam Star® Responsibilities

7.1. Provide the service which allows parents and students to find quality and affordable extra tuition

- 7.2. Verify the identity of the tutors.
- 7.3. Verify identity, DBS checks and certificates of highest qualifications for all our Verified tutors.

## 8. Child protection

- **8.1.** Exam Star® aims to create and maintain the safest possible environment for children and takes very seriously its responsibilities to safeguard and protect the interests of all young people who come into contact.
- 8.2. Unless otherwise agreed tutors are not to be left in sole care of a child.
- 8.3. Tutors agree to comply with the Exam Star® Child Protection Policy and all relevant legislation and government guidance. Good practice is summarised in Government guidance on Safeguarding Children.
- 8.4. In the event of any concerns about potentially abusive behaviour towards a child the client or tutor should record the details and report it to Exam Star® by emailing <a href="https://www.examstar.org.uk/contact-us/">https://www.examstar.org.uk/contact-us/</a> or calling 4407375892268. Our Safeguarding Lead at Exam Star® (currently Lydie Gahoua) will investigate it and take appropriate action in line with the Exam Star® policy. In Lydie's absence email <a href="https://www.examstar.org.uk/contact-us/">https://www.examstar.org.uk/contact-us/</a>

## 9. Further purchases

The beneficiary and Tutor confirm they will in no way try to undercut, transact independently or otherwise disintermediate Exam Star®. Such behaviour will be made obvious to both Exam Star® and will result in the possibility of the beneficiary being blacklisted from future service use.