

Terms and Conditions for Language Lessons (March 2011)

These terms and conditions form a contract between nzLanguages/Nora Zine (hereafter referred to as "I", "me") and each student or the parent/guardian if the student is under the age of 18 years (hereafter referred to as "you"/"the student"). By booking lessons with me, you agree to the terms and conditions set out below. I reserve the right to amend or modify whole or part of these terms and conditions at any time. You must accept the new terms and conditions to be able to continue tuition.

Bookings and Payments

1. Booked lessons are payable in full in advance at the time of booking. I will send you an invoice and the payment must be received within 3 days of the invoice date. Lessons are firm bookings once I have received your payment. If your payment is not received on time, I will make the lessons available to other students.
2. Lessons can be paid by bank transfer, cash, cheque (made payable to "N. ZINE"), and credit/debit card via PayPal. There is a processing fee of 4.5% for PayPal payments under £100. Any cheques offered for payment that are subsequently refused by the bank will be subject to an administration charge of £15.
3. Lessons can be booked on an *ad hoc* basis, in blocks of 2 lessons or more or, if you do not wish to pay for a block of lessons, on a 'Pay As You Go' basis. I am unable to hold unpaid slots and therefore booking lessons on a 'Pay As You Go' basis does not guarantee a lesson on the same day and time every week.
4. Late payments: failure to pay on time will result in termination of lessons. Interests on invoice are subject to the terms of the Late Payment of Commercial Debts (Interest) Act 1998.
5. A travel charge will apply the lesson takes place at your home, office or any agreed venue other than my house. In case of a change in the lesson venue, the travel charge will be re-calculated and applied accordingly.

Cancellation and Punctuality

6. If you wish to cancel a lesson, please send your notification by email to nzlanguages@gmail.com.

a) cancellation of a single lesson by you:

If you wish to cancel a single lesson for whatever the reason, the following refund sliding scale will apply:

- more than 72 hours' notice: 100% refund is given
- 72 hours to 36 hours' notice: 50% refund is given
- less than 36 hours' notice: no refund given

b) cancellation of a block of lessons by you:

If you wish to cancel whole or part of a block of lessons for whatever the reason, the following refund sliding scale will apply:

- 10 working days' notice: 100% refund is given
- less than 10 working days' notice: 80% refund is given

I will endeavour to reschedule the cancelled lesson, availability permitted. The replacement lesson must take place within 30 days of the initial scheduled lesson and during my teaching hours. If you cancel or forgot to attend the replacement lesson, it will be lost and no refund will be issued, whatever the reason of cancellation or amount of notice given. Group lessons can only be rescheduled with the agreement of all the students in the group. Please note that I am unable to reschedule a lesson if it has not been paid prior your notification of cancellation.

7. Cancellation by me:

Any lessons cancelled by me (for whatever reason other than persistent cancellations by the student or reasons mentioned in clauses 8 and 16b) will be refunded in full if I cannot provide a replacement lesson within 30 days of the initial scheduled lesson. I reserve the right to terminate tuition where the student persistently cancels lessons. The remaining booked lessons will not be refunded.

8. A no-show is considered as a cancellation with less than 36 hours' notice. I will not reschedule or refund a lesson when the student failed to show up. I reserve the right to terminate tuition where the student persistently fails to show-up. The remaining booked lessons will not be refunded.

9. Punctuality: you are expected to be punctual for your lesson. If you are late for a lesson, I cannot extend it into someone's lesson and the missed time will be lost. If you are early, you will be expected to wait until the booked time of your lesson.

Liabilities and Other

10. I shall not be liable to you or in breach of contract if I delay in performing, or fail to perform, any of my obligations to you, if that delay or failure was beyond my reasonable control. An event or circumstance beyond reasonable control includes acts of God, war, flood, fire, explosion, civil disobedience, and legislation not in force at the date of this agreement, labour disputes or delays of third parties.

11. I will endeavour to help grades and skills improve but cannot offer any guarantee thereto. I shall not be held accountable or responsible for the student's lack of academic success.

12. A deposit will be required for any resources I lend to you. Such resources remain my property and may be subject to a recall at any time. If you fail to return resources on time or if they are damaged, you will have a financial obligation to replace such property.

13. The student is expected to inform me of any change of contact details (postal address, phone number, email address) whilst being tutored by me. I cannot be held responsible if I cannot contact the student or for the loss of any resources and refund because of outdated contact details. Please note that any refunds posted to you will be sent by Recorded Delivery at the address you provided. I will not re-issue the refund if you have failed to inform me of your new postal address or if the postal address provided by you was incorrect.

14. When a lesson is given to a student under the age of 18 years outside my home, a parent/guardian must be present on the premises at all times. I reserve the right to cancel the lesson if the parent/guardian fails to be present and both the lesson and travel charge will not be refunded.

Termination

15. This agreement can be terminated by you:

- a) in accordance with the cancellation policy or;
- b) by immediate notice if I do not comply with these terms and conditions.

16. I reserve the right to terminate this agreement:

- a) in accordance with the cancellation policy or;
- b) by immediate notice if:
 - in my reasonable opinion it is under a legal obligation to terminate. The remaining booked lessons will not be refunded.
 - you fail to comply with these terms and conditions. The remaining booked lessons will not be refunded.