

TERMS AND CONDITIONS

Effective 08.04.2020

PLEASE READ THESE BEFORE RETURNING THE APPLICATION FORM TO REGENT DIGITAL AND KEEP THEM FOR FUTURE REFERENCE

1 DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

Centre Office	Regent Hill House, 153 Great Titchfield Street, Fitzrovia, London, W1W 5BD
Additional Charges	Items not included in the tuition fees, for example, course books and examination entry fees
Pupil	Any child or student enrolled at Regent Digital
Initial Payment	The sum payable on account in accordance with Clause 3
Fees	The published fees which cover tuition fees only.
Head	The Head of Regent Digital (or person acting as Principal)
Parent	The signatory or signatories to the application form
Payer	The signatory or signatories to the Direct Debit mandate and/or application form
Regent Digital Rules	Regent Digital rules, code of conduct, policies, procedures and regulations in force

2 AGREEMENT

(a) A legally binding Agreement is made upon the registration of the pupil. For avoidance of any doubt, the contract arising upon registration is made between Regent Digital and the parent signing the pupil's registration form.

(b) In entering into the Agreement the Parent and the Payer agree that they and the pupil will:

- (i) Be bound by Regent Digital Rules and by these Terms and Conditions; and
- (ii) Support Regent Digital in maintaining its ethos, ethics and good standards of behaviour & discipline.

(c) The rights of Regent Digital under this Agreement will not be waived even if these Terms and Conditions are not enforced.

3 INITIAL PAYMENT

An initial payment is payable on acceptance of a place at Regent Digital as part of the Fees.

4 FEES

a) Fees are payable in advance by card or Direct Debit. The discounted published fee for the first 2 lessons must be paid in advance. Following this a commitment of 10 lessons at the published fee must be paid in advance. If a Direct Debit is not set up in time to collect the first payment by the due date,

in this circumstance, you will be asked to make a one-off payment as the first instalment by card.

b) The only exception to this rule is payment for private tuition, which are booked on an ongoing process provided the payment is made 24 hours in advance, payment may be made by card only. Any unused private tuition lessons will be refunded at the request of the parent.

c) An administration charge of £25.00 will be made for payments refused by the Payer's bank that is, bounced.

d) A referral discount can be applied to group lesson fees for each child who joins Regent Digital on your recommendation. Discount will be applied once fees have been paid and the child has attended their first class. Discount only applies for the duration of the referred member's active status.

e) Any discounts or special offers made available and applied to an account will become null and void in the event of a Direct Debit bouncing.

f) Fee invoices will be issued before the first 2 lessons, then before every 10 lessons. Fees are payable whether or not an invoice is received subsequently and payment which is not in accordance with these Terms and Conditions will be a breach of this Agreement.

g) No reduction will be made from the fees where teaching is reduced because of public examinations, external assessments, exclusion, in accordance with clause 9, severe weather or matters outside the control of Regent Digital.

h) Parents are responsible for the purchase of stationery for their child.

i) Regent Digital reserves the right to increase Fees annually.

j) Regent Digital reserves the right to inform any fee paying Centre to which the pupil transfers, of any Fees which are outstanding.

k) Regent Digital reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.

l) A completed Direct Debit mandate must accompany the Registration Form for Payer's paying by Direct Debit. Once the Direct Debit mandate has been established any amendments must be received by the Centre office at least 1 month before the change is to take effect.

m) If direct debit payments to Regent Digital cease, Regent Digital will suspend its provision of services. However, this does not release you from your contractual obligations.

5 SESSION ATTENDANCE

a) No refund of fees shall be due in the event of non-attendance by a pupil to a group class under any circumstances.

b) In the event of a pupil missing a group lesson for any reason, the lesson will not be repeated. However, the resources used in that lesson will be made available to the student on request.

c) If Regent Digital fails to provide a lesson due to teacher absence, every effort will be made to provide a substitute lesson at another time within the academic year, usually within a non-term time period.

d) In respect of private tuition on a one-to-one basis, a 24-hour notice must be given to request a cancellation of a lesson or a change in date and/or time. These requests can be made by phone, but not on a voicemail, or by email. Please note that if less than a 24-hour notice is given, the session remains chargeable.

e) In the event of closure due to severe weather conditions, or an emergency situation, the Centre will not provide a substitute lesson and no reduction or refund in fees will be due.

6 CHARGES FOR OVERDUE FEES

- a) Regent Digital reserves the right to charge a Late Payment Surcharge of £10 for all fees received after their due date.
- b) Regent Digital reserves the right to pass the cost of any legal proceedings incurred in recovering outstanding fees onto the Parent and/or Payer.

7 PARENTS AUTHORITY

The Parents authorise the Head (or the person with responsibility for the pupil at the relevant time) while in loco parentis to take or authorise in good faith all decisions affecting the welfare of a student. Parent's consent to such physical contact with a pupil as may be lawful, appropriate and proper for teaching and to provide comfort to a student in distress or to maintain safety and good order.

8 WITHDRAWAL

- a) A full two weeks written notice that the Pupil will not be returning to Regent Digital must be sent in writing or emailed.
- b) If a full two weeks notice is not received by the Head, two weeks Fees in lieu of notice will be due to Regent Digital as a debt.
- c) Written notice will only be effective if received and acknowledged in writing by Regent Digital within 7 days of receipt. The Parent must contact Regent Digital promptly if no such acknowledgement is received.

9 EXCLUSION

- a) The pupil may be excluded for a fixed period of time and/or permanently excluded for:
 - (i) A breach of Regent Digital Rules;
 - (ii) Non-payment of Fees; or
 - (iii) If in the Regent Digital's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the pupil or other pupils or staff at the Centre, or to bring the Centre into disrepute.Such Fixed Period or Permanent Exclusion will be in accordance with the published procedure, a copy of which can be obtained from the Centre office.

- b) In all cases of Fixed Period Exclusion, full Fees will remain payable for the lessons invoiced.
- c) A pupil who has been withdrawn, excluded, suspended or expelled from Regent Digital has no right to enter any Centre premises without the prior written permission of the Head.

10 GUARDIANS

Parents must notify Regent Digital of the name and address of the guardian on the Application Form.

11 MEDICAL

- a) Parents must supply all details of the pupil's medical history and/or allergies to Regent Digital and must notify Regent Digital immediately if there are any changes to the information supplied.
- b) The parent grants the Head (or the person with responsibility for the pupil at the relevant time) full authority to give consent to the carrying out of any emergency medical treatment or anesthetic certified by a medical practitioner to be necessary for the pupil, if the parent cannot be contacted immediately by Regent Digital and gives permission for first aid to be carried out by Regent Digital staff as and when necessary.
- c) The parent agrees to the pupil being medically examined in accordance with arrangements made from time to time by Regent Digital.

12 PARENTAL RESPONSIBILITY AND COURT ORDERS

- a) The Parent will notify the head immediately of any parental responsibility agreement or court order relating to the pupil

(e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, Regent Digital will treat each person with parental responsibility as having equal rights to receive relevant information about the pupil on request (unless in the Head's discretion it is not in pupil's best interests to do so).

- b) In signing any form of consent requested by Regent Digital, the Parent is responsible for ensuring that all other consents required by law have been obtained.

- c) Parents are responsible for the pupil's welfare at all times except when the child is in lessons.

13 COMPLAINTS

In the event of a complaint which the Parent is unable to resolve satisfactorily, the Parent must put the complaint in writing and send it to the Head.

14 INSURANCE

Pupil's personal property is not covered by Regent Digital's insurance. Regent Digital accepts no responsibility for loss or damage to pupil's personal property.

15 DATA PROTECTION

Personal data provided by or relating to Parent, Payer or pupil will be used for the purposes of fee billing and collection; maintaining pupil records; statistical analysis; market research; communications including publications and promotional material; and any other purpose as notified by Regent Digital to the information commissioner.

16 MARKETING

A pupil's details may be used in our marketing materials including the pupil's first name and details of educational achievements. A pupil's photo may also be used in our marketing materials. We may also use video footage including your child. If you do not wish your child's details or photos, or video footage including your child to be used in such a way, you must inform us in writing within seven days of the dated Application Form.

17 DAMAGE & MISUSE OF REGENT DIGITAL PROPERTY

- a. Pupils, Parents and Payers are jointly liable for any damage caused by them to Regent Digital property, assets or equipment.
- b. All pupils using any Regent Digital owned IT equipment, including but not limited to PCs, laptops and tablets, will be required to sign and adhere to an IT User Agreement before access to IT equipment will be given. Any breach of this Agreement will lead to the access being withdrawn, either on a temporary or permanent basis at the discretion of Regent Digital. Parents/payers remain liable for Fees during this time.

18 GENERAL CONDITIONS

The website describes the broad principles on which Regent Digital is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the website is not part of any agreement between the parents and Regent Digital. Regent Digital reserves the right to make reasonable changes from time to time to these standard terms and conditions, to the size and location of Regent Digital, to its premises and facilities, to the academic and extra curriculum, the structure and composition of classes, the way Regent Digital is run and to any other aspect of Regent Digital.

19 VARIATIONS OF THE TERMS & CONDITIONS OF THE AGREEMENT

The offer and acceptance of a place are made on the basis that any successful Centre needs to develop and that Regent Digital may make reasonable changes to these Terms and Conditions on giving at least one month's notice in writing.

Parents, the payer and the Pupil will inform Regent Digital promptly of any changes to the details contained in the Application Form.