



EXAM STAR

Terms of Booking

1. Introduction

The contract between client 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.

2. Booking terms

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

2.1. Clients who are registered with Exam Star® will be provided with a tutorial schedule.

2.2. Clients will be requested to confirm whether the tutorial schedule is convenient.

2.3. The time slots of tutorials can be discussed and adapted to meet the client and tutor requirements. This should be discussed with the Exam Star® recruitment coordinator.

2.4. Agreement of the tutorial schedule creates an agreement between Exam Star® and the client to provide lessons at the lesson times unless it is cancelled in accordance with section 3 and subject to the other terms of this agreement.

2.5. The client and tutor agree to use Exam Star® for all future lessons between them.

3. Rescheduling and Cancellation

In the event of a missed or cancelled tutorial, the client and tutor must liaise with each other and the programme coordinator to reschedule the tutorial at a mutually convenient time. This is to ensure continuity in the tutee's learning.

3.1. Early cancellations- Cancellations a minimum of 24 hours in advance will receive a full refund. The refund will be reflected on the next invoice or transferred to the client's bank account.

3.2. Late cancellations and no-shows- Cancellations less than 24 hours will not be refunded without agreement from Exam Star®. We understand that cancellations are sometimes unavoidable – but cancelling late or not attending at all stops other students from booking places with the tutor.

Exam Star is sympathetic to a range of circumstances that our clients may face throughout the sessions. We would highly encourage our clients to exercise their option for rescheduling classes, and they won't be charged for the rescheduled classes.

3.3. If a client is absent three times in a row, we would send a notice to the client. If this happens one more time, we will pair the tutor with another student in need, particularly when we have unpaired students on the waiting list.

3.4. In the event of a tutor cancelling, the tutor reschedules the tutorial at a mutually convenient time. If it is not possible to reschedule, the client will receive a full refund.

3.5. Cancelling by phone conversation or SMS with the tutor is not an effective cancellation since Exam Star® may not be aware of it, or able to verify that it was made in the event of a dispute. Email confirmation is required for cancelling the session.

3.6. Tutorials cannot be cancelled after they have started.

4. Payment terms

4.1. Clients will pay Exam Star® by bank transfer. The business bank account information will be stated on the invoice sent to clients.

4.2. Exam Star® tuition services are payable at the end of the month.

4.3. Exam Star® will provide an invoice for the client's reference on 26th of each month. The invoice will reflect the successful classes that happened and missed sessions without 24 hours' notice during that month.

4.4. Once payment becomes 7 days overdue, we will consider class suspensions due to late payment.

4.5. Exam Star® will help with dispute resolution if necessary. Disputes must be communicated with the tuition programme coordinator.

5. Client responsibilities

5.1. The client is responsible for complying with the parental consent and responsibility and acceptable use policies <https://www.examstar.org.uk/policies/> 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 client is responsible for rescheduling or informing Exam Star® and raising an issue if it has not been possible to reschedule the tutorial. The Issue will be investigated, and the client will then be promptly refunded, if appropriate.

5.2. The client should not pay the tutor directly.

5.3. The client accepts that Exam Star® is responsible for recruiting and pairing the tutor, pairing them with tutees and providing communication & payment services for this contract, but Exam Star® is not responsible for the tutor's conduct.

5.4. The Client 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 <https://www.examstar.org.uk/policies/>

6.4. The tutor is responsible for raising an issue with Exam Star® if the client 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 to find affordable tuition.

7.2. Verify the identity of the tutors.

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

7.4. Arrange the collection of tuition fees one calendar month in advance.

7.5. Communicate tutoring schedules and cancellations to the client and tutor via email.

7.6. Refund promptly when cancellations are made, and it has not been possible to reschedule.

7.7. Investigate any issues and determine how the tutorial fee should be allocated.

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 <https://www.examstar.org.uk/contact-us/> 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 <https://www.examstar.org.uk/contact-us/>

9. Further purchases

The Client 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 client being blacklisted from future service use.