

LOVE2LEARN EDUCATION LTD – CLIENT BUSINESS TERMS

These terms were updated on the 20th February 2025.

1 ABOUT US AND OUR AGREEMENT

(1) (a) We are LOVE2LEARN EDUCATION LTD, a company registered in England and Wales, registration number 14182306. Our registered office is at 20 Chanston Avenue, Birmingham, B14 5BD. We also own and operate www.love2learneducation.com (the Website). Our main email is hello@love2learneducation.com. We are not currently registered for VAT. We are delighted that you (the person ordering and responsible paying for our services) have selected to work with Love2learn Education Ltd and we look forward to supporting the Student (the person receiving the tuition).

(b) These Business Terms supersede anything else and always apply unless we've agreed something else with you in writing. Together with the policies referred to in them and our Confirmation of Tutoring Services, they form our Agreement with you, as the Local Authority, Student's parent or legal guardian or Student aged 18 or over who has legal capacity. Please email us at hello@love2learneducation.com if you have any queries about our Agreement.

(c) **Contact:** You can email us at hello@love2learneducation.com. We'll contact you using the contact details on the Confirmation of Tutoring Services. If you need to update these, please email us at hello@love2learneducation.com.

(2) (a) Dependant on what we have agreed with you, we operate both as an Employment Business and as an Employment Agency. We run our business according to mandatory regulations and legislation which applies to how we operate, including The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

(b) We will confirm how we are operating with you in your Confirmation of Tutoring Services. You should also read our Working Together Policy which forms part of these, our Business Terms. This policy explains what information we collect and provide and how we, as a business, work to comply with our legal obligations. Please email hello@love2learneducation.com if you have any queries.

2 HOW WE WORK TOGETHER

(1) **About Our Services** – (a) We believe in the power of tailored education so that every Student can reach their full potential. We offer personalised support to every Student, recognising their unique strengths, interests and goals and are committed to creating learning experiences that not only cater to academic needs, but also foster confidence, creativity and a lifelong love for learning.

(b) Our carefully selected qualified and experienced tutors who are specialists in Special Education Needs and Disabilities (SEND) work with us either as our employees or as Independent tutors. The tutors are compassionate and patient, understanding the importance of building trust and confidence in their students and are equipped to provide the highest level of support. Each Student, or, as applicable group of Students, are expertly matched with one or more tutors whose expertise aligns with their needs, ensuring tailored support and to help maximise each Student's potential.

(c) We are dedicated to arranging Tutors and support service (as an Employment Business) or introducing you to Tutors (as an Employment Agency) to provide you and the Student with the best tuition service possible. We will clarify on the Confirmation of Tutoring Services whether we are working with you as an Employment Business or an Employment Agency.

(d) When we work with you as

(i) an Employment Business both we and your individual tutor(s) can provide you with progress reports and reschedule any Sessions and

(i) an Employment Agency only your individual tutor(s) can provide you with progress reports and reschedule any Sessions.

(e) Tuition is based on many factors so we cannot guarantee nor are responsible for any results from any tuition. If you have any queries or concerns regarding our services, please email hello@love2learneducation.com

(2) **Safeguarding** – we are committed to providing a welcoming and safe environment in which students can engage with tutoring and we understand the additional risks that children with SEND and disabilities face. Please refer to our Safeguarding Policy.

(3) **Minimum term Services** means that we have agreed to work with you for a minimum or fixed term and this will be detailed on your Confirmation of Tutoring Services. For example, we may agree that Sessions are scheduled for a

minimum or fixed term (such as for an Academic Term or a block of 20 Sessions) which is the minimum time we will provide services to you. Minimum Sessions are often provided to you at a discounted rate from the rates that you would be charged. For example, instead of paying £80 a Session you may be offered 10 Sessions at £750. Please refer to section/clause 5 for cancellations.

(4) Sessions – (a) Tuition is provided in Sessions which last for 1 hour (a Session). This is usually agreed in advance as shown on your Confirmation of Tutoring Services. Once you have agreed the date and time of a Session (scheduled a session) we regard it as booked.

(b) Whilst we will always try and accommodate your preference for a date, Venue or time of Session this is not always possible because of each Student's needs.

(5) Types of Sessions - Sessions can be

(a) One-to-one

(i) These Services are when a Tutor works directly and only with one student.

(ii) Once you agree to work with us we'll send a Confirmation of Tutoring Services to confirm what's agreed.

(b) Group Sessions

These Sessions are held in a group, with other students. We organise the Sessions and provide you with the relevant access information. As applicable, please refer to the relevant details for your Group Session in your Confirmation of Tutoring Services.

(6) Types of Services

We provide a variety of Services as follows and there may be different tiers within each type of service. You can also refer to our **Service Comparison Table** for details of what each service includes but the Service which we will provide to you and the Student will be detailed on your Confirmation of Tutoring Services.

(a) Private Tuition Services - personalised, one-to-one tuition particularly catering to those students who are home-educated (Elective Home Education or EHE), facing school attendance challenges, or seeking extra support. Private Tuition starts with a Learning Launch which helps both you, the Student and us to identify the Student's needs to start to create the Student's tailored support. Private Tuition is requested, organised and paid for by the Student's parent/legal guardian or the Student themselves if they are aged 18 or over with legal capacity. Details of the number of Sessions and what is included will be shown on your Confirmation of Tutoring Services.

(b) Education Otherwise Than At School (EOTAS) Services - (i) EOTAS is for Students who have or who are in the process of having with an Education Health Care Plan (EHCP) and who are unable to attend traditional educational setting but who will receive their education and special educational provision through us (usually at home). Unlike EHE, EOTAS is designed to assist a Local Authority meet their legal obligation (particularly under the Children and Families Act 2014) to ensure that Students receive the provision in Section F of their EHCP.

(ii) There are two types of EOTAS Services

- **EOTAS Commissioned by Parents (EOTAS Parents Services)** – this is when the Tuition Services are organised and paid for by the Student's parent/legal guardian using funding which is allocated and paid to them by the Local Authority. With EOTAS Parents Services the Student's parent/legal guardian are invoiced directly by us and are responsible for payment of our fees directly to us.
- **EOTAS Commissioned by Local Authority (EOTAS LA Services)** – this is when the Tuition Services are commissioned and paid for directly by the Local Authority responsible for the Student and usually, as named in the Student's EHCP. With EOTAS LA Services the LA responsible for the relevant Student is invoiced directly by us and that LA is responsible for payment of our fees directly to us.

(iii) Details of the number of Sessions and what is included will be shown on your Confirmation of Tutoring Services.

(iv) A request for EOTAS Services can be made by completing a Student Referral Form (available by emailing Kirsty Fox at kirsty@love2learneducation.com) and usually during the initial EHCP application, assessment of needs or an annual review of the EHCP.

(c) Support Services to Schools – this is when we provide tailored support to educational institutions designed for Students who struggle to access traditional classroom learning or who may not currently receive adequate provision. Support will be provided one-to-one or in a small group setting either in school, at home or online. These Tuition Services are organised and paid for by the school. Unless we have specifically agreed something different in the Confirmation of Tutoring Services a school will be invoiced directly and is responsible for payment of our fees directly to us.

(d) Sometimes Students may move from one type of Service to another. For example, a Student receiving Private Tuition Services may become eligible for and receive EOTAS Services. When this happens we will issue a new Confirmation of Tutoring Services.

(7) Venue - Where Sessions can take place – Sessions can be

(a) **Face to Face** – this is where the Tutor and Student meet in person. We will agree when and where this happens and this will either be confirmed on your Confirmation of Tutoring Services or directly by your tutor(s).

(b) **Online** - this is where the Tutor conducts the Session online using a platform such as Lessonspace. Details will be provided either on your Confirmation of Tutoring Services or directly by your tutor(s).

(c) Unless we have agreed something different with you, you are responsible for all and any costs relating to attendance at all Sessions. This includes any transport and equipment required, such as access to a computer and the internet for online Sessions.

(8) Feedback - We regularly seek feedback regarding our services from you and the Student to ensure the continued success of the Tuition service.

(9) Support - If you need to engage an additional or replacement Tutor or require any other support please contact us by emailing Kirsty Fox at kirsty@love2learneducation.com

(10) Complaints (a) For any issues which relate to safeguarding, please refer to our Safeguarding policy and immediately contact our Safeguarding Lead, Kirsty Fox at kirsty@love2learneducation.com

(b) For all complaints other than safeguarding issues please refer to our Complaints Policy.

(11) Subject to Third Party rights (for example, Third Parties own the Platforms we use), we own the logo, techniques, information, documents, and all materials and content, including Digital Content, and any rights (such as copyright and other intellectual property rights in the fullest sense). You have a licence to use anything we supply for the duration of our Agreement with you. However, you can't share with any other person or organisation or allow them to access or use all or any part of them for any reason, nor can you copy, modify or publish in (such as on social media) any way.

(12) Your Information, Data Protection and Confidentiality: (a) For details about the information (data) that we collect from both tutors, you and the Student, please see our Privacy Notice and our Working Together Policy. We rely on all the information and documents that you give us so please check that it is complete, accurate and valid.

(b) We use (process) your data in accordance with our Privacy Notice. Please email us at hello@love2learneducation.com. However, please remember that anything which you share in a Group Session is not confidential but please see clause/section 4(6) following.

3 WHAT YOU CAN EXPECT FROM YOUR TUTOR

All of our Tutors, including the carefully selected qualified independent Tutors we introduce and/or work with have agreed the following unless, when we work as an Employment Agency, they tell you otherwise:

(1) Your Tutor will do all the preparation and design the structure of each Session in such a way as to optimise learning throughout the Session. Your Tutor will use their best efforts, resources and expertise when tutoring.

(2) If you want the Tutor to cover a particular topic in

(a) a one-to-one Session, please discuss this directly with the Tutor.

(b) a group Session, please discuss this with the Tutor or email hello@love2learneducation.com.

(3) Your Tutor may provide you/the Student with extra tasks/homework to maximise progress. Please note that your Tutor is not obliged to execute external or school-based homework or assignments.

(4) Your Tutor will keep all information regarding you/the Student confidential and will only use this information to provide services to you and in accordance with current data protection legislation in England.

(5) Your Tutor will agree and confirm the time, location, frequency and duration of the tuition Sessions with you. Your Tutor has also agreed to our Rescheduling Policy (see clause/section 5) and you should contact them directly if you need to reschedule a Session. However, where we are working with you as an Employment Business we can also help you with providing additional information, such as progress reports and can assist with rescheduling.

(6) Your Tutor may advise you on any additional resources that you may wish to invest in. These are not obligatory but something which you may wish to consider.

(7) Please also refer to section/clause 5 about Rescheduling, Cancellations and Lateness.

(8) From time to time you may be provided with a substituted tutor who will be able to provide the same Services.

4 YOU AND THE STUDENT'S RESPONSIBILITIES

You and, as applicable, the Student (You) agree the following:

- (1) (a) You recognise your obligations to keep Students safe and will comply with our Safeguarding Policy and will follow relevant guidance.
- (b) Ensure the Student is available for scheduled Sessions and ready to participate.
- (c) You will ensure that if a Session takes place at the
 - (i) Student's home (and this includes online Sessions) that the Student's parent, guardian or carer is present for the whole of the Session
 - (ii) Student's school (and this includes online Sessions) that a suitably qualified teacher or Teaching Assistant is available for the whole of the Session.
- (c) Please refer to the NSPCC guidelines and our Working Together Policy.
- (2) You will assist the Tutor and identify and communicate
 - (a) any specific curriculum goals or objectives for the Student.
 - (b) any particular areas in which the Student needs specific support and guidance.
- (3) You will work with us to ensure that the Student's conduct is acceptable for a Session to take place. By this we mean that the tutor, in their sole discretion believes that the Student is able to take part in the Session, particularly having regard to the welfare of the Student and anyone who is part of that Session.
- (4) You understand that any work to be completed outside of scheduled set by a Tutor form an integral part of tutoring and agree to complete these tasks.
- (5) You agree that you will keep accurate records to confirm completed tuition Sessions.
- (6) During Group Sessions other students may decide to share confidential information and we would ask you do not disclose that information to anyone else.
- (7) Please also refer to section 5 about Rescheduling, Cancellations and Lateness.

5 RESCHEDULING, CANCELLATIONS AND LATENESS:

- (1) **Rescheduling Policy:** (a) From time to time we or a Tutor may need to cancel or rearrange a Session
 - (i) If we have to reschedule a Session or change the tutor we will always use our best endeavours to find suitable replacements for scheduled/planned Sessions.
 - (ii) Neither we, nor the Tutor are responsible for any consequences because of any rescheduling nor cancellation.
- (b) **One-to-one Sessions - Private Tuition Services**
 - (i) You can reschedule/rearrange up to 2 Sessions in one Academic Term. Unless your Confirmation of Tutoring Services says otherwise, our Academic Terms are the same as those of Birmingham City Council and you can check those using at [School term dates | Birmingham City Council](#). You can reschedule/rearrange Sessions by emailing your Tutor directly using the information in your Confirmation of Tutoring Services (s). Unfortunately, when we are operating as an Employment Agency, we cannot reschedule Sessions for you. Unless your Tutor has agreed something different with you,
 - (ii) You must give the Tutor at least 48 hours' notice so you are not charged for that Session.
 - (iii)) If you give less than 48 hours' notice, then you will be charged and must pay for the full rate for that Session and, if prepaid, it will not be rescheduled unless, as applicable, your tutor or we have specifically agreed otherwise, such as in extenuating circumstances.
- (c) **One-to-one Sessions –EOTAS Parents Services and EOTAS LA Services**

Once you have agreed the date and time of a Session (scheduled a session) we regard it as booked so you cannot reschedule that Session.
- (d) **Support Services to Schools**

Once you have agreed the date and time of Sessions (scheduled the sessions) we regard the Sessions as booked so you cannot reschedule any Session.
- (e) **Other Group Sessions (these are group sessions other than Support Services to Schools)**
 - (i) Other Group Session can't usually be rescheduled, but if you miss a Session you may be able to participate in a substituted Session but we are unable to guarantee this. If you are planning for a Student to miss a Session then please contact by emailing Kirsty Fox at kirsty@love2learneducation.com in advance.
 - (ii) Sometimes we may have to reschedule a Group Session or change the tutor but we will always use our best endeavours to find suitable replacements for scheduled/planned Sessions.

(2) **Lateness:** (a) All Students are expected to attend a tutoring Session (whether it is an individual Session or as part of a Group Session) no later than 20 minutes after the agreed start time. For example, if the Session is scheduled for 10 am the Student is expected to attend no later than 10.20 am.

(b) If the Student does attend within 20 minutes of the agreed start time, the tutor will continue the Session until it is scheduled to end. For example, if the Session is scheduled for one hour from 10 am and the Student arrives at 10.15 am then the Session will continue and end at 11 am, as scheduled.

(c) If the Student does not attend within 20 minutes of the agreed start time, the tutor reserves the right to

(i) terminate a one-to-one Session or

(ii) continue a Group Session with the other students

and in either case, in so far as the Student is concerned, regard it as a completed Session and the full fee is payable and a prepaid Session cannot be rescheduled.

(d) If a Tutor is late to a Session then they will make the time up or reschedule it, as will be agreed between you.

(3) **Cancellations** – (a) Subject to any Consumer Cancellation and Minimum Terms rights you can cancel tuition by giving us 30 days written notice by emailing hello@love2learneducation.com.

(b) However, although you can cancel any Sessions which we had agreed were for a Minimum Term before the end of that Minimum Term you are still responsible for payment of the Sessions for the whole of that Minimum Term.

(4) **Consumer Cancellations:** The law gives consumers who buy by email or phone or from a website (this is called at a distance) a legal right to change their mind and cancel some orders when the consumer is buying from a business. This would, for example, include orders for tuition. The law says that someone is a consumer for these purposes when they are buying something which isn't for their "trade, business, craft or profession". If you have this legal right (i.e. you are a consumer and are buying at a distance) then you usually have 14 days from the date after you place their order to cancel your order. However, If you use any services (for example a tutor Session) then you will have to pay for all the Services which you've received.

6 PAYMENTS

Unless we agree something different with you

(1) (a) The amount that you are charged will be agreed with you on the Confirmation of Tutoring Services and will be inclusive of any VAT which is due.

(b) **Minimum Term Services** – sometimes we agree to work with you for a minimum or fixed term and please refer to section/clause 2(3).

(c) Our fees are reviewed each Academic Year. An Academic Year for these purposes runs from 1st of September to 31st of August – for example from the 1st of September 2025 to the 31st of August 2026.

(2) **Private tuition** Invoicing

(a) Private Tuition Services are invoiced to and payable by the Student's parent/legal guardian. Invoices will be issued after each Session and will include any applicable VAT. Invoices are payable within 7 days of the date of the invoice and you can pay in any of the ways shown on your invoice.

(b) When you work with us as an Employment Agency, as you pay, the Tutor Fees will automatically be paid to the Tutor directly.

(c) **Payment Problems:** If there's a problem with payment, such paying late, we reserve the right to:-

(i) immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.

(ii) charge interest at the rate of 15% per annum from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. We may also recover reasonable costs including, but not limited to, legal costs and expenses incurred in obtaining payment.

(3) **Education Otherwise Than At School (EOTAS) invoicing And Support Services to Schools invoicing**

(a) (i) **EOTAS Commissioned by Parents (EOTAS Parents Services)** – the Student's parent or legal guardian or Student who is aged 18 or over who has legal capacity are invoiced directly by us and are responsible for payment of our fees directly to us.

(ii) **EOTAS Commissioned by Local Authority (EOTAS LA Services)** – are invoiced to and payable by the Local Authority responsible for the Student (usually named in the Student's EHCP).

(iii) **Support Services to Schools** - are invoiced to and payable by the School which refers the Student to us.

(b) (i) All invoices will be issued in advance, at the beginning of each Academic Half Term and will include any

applicable VAT. Unless your Confirmation of Tutoring Services says otherwise, our Academic Half Terms are the same as those of Birmingham City Council and you can check those using at [School term dates | Birmingham City Council](#)

(ii) Invoices are payable within 30 days of the date of the invoice and you can pay in any of the ways shown on your invoice.

(c) **Payment Problems:** If there's a problem with payment, such as paying late, we reserve the right to:-

(i) immediately, and without liability, either stop or suspend your access to any services until we receive full cleared payment. You won't be able to use or access services until we have received full cleared payment for all money outstanding to us.

(ii) In accordance with The Late Payment of Commercial Debts Regulations 2013 charge interest at the rate of 8% per annum over the base rate of Bank of England from the date that your payment is due until we get full cleared payment of the outstanding amount, together with any interest or other statutory late payment penalty. In any event we may also recover reasonable costs (even where they exceed any Fixed sum under The Late Payment of Commercial Debts Regulations 2013)

including, but not limited to, legal costs and expenses incurred in obtaining payment.

(4) **Offers:** Any offers which we may make available (such as exclusive discounts, promotions or free to access resources) are not retrospective, not transferable, can't be exchanged for cash and are subject to availability and the terms and conditions of that offer. You can only use one offer per order.

(5) **Extras:** You will have to pay extra if you ask for any Additional Services (such as additional tuition, support or consultations). We will agree a price and payment terms with you before giving any additional support. If a tutor agrees to meet you in person, then any additional terms will be agreed with you in advance (for example, venue or travelling costs) or you will be charged at the standard rates set, as applicable provided to you by the Tutor or us.

(6) **Refunds:** From time to time we may agree that you are due a refund. When we are:

(a) **Working as an Employment Business – usually group Sessions** We will organise and pay the refund to you. The refund will be made back to the account and using the method in which you paid. We aim to process refunds within 14 days.

(b) **Working as an Employment Agency – usually one-to-one Sessions** (i) **For our fees** - we will organise and pay the refund to you. The refund will be made back to the account and using the method in which you paid. We aim to process refunds within 14 days.

(ii) **For the Tutor's fees** – the Tutor will organise and pay the refund to you. The Tutor has agreed with us that refunds will be made back to the account and using the method in which you paid. The Tutor will process refunds within 14 days

7 GENERALLY

(1) **Limitation of liability:** In so far as the law allows we will never be liable for any indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by you or anyone else, however it was caused. If we are found liable in any way then your claim would be limited to damages which will not exceed the amount you paid for, as applicable, the invoice to which your complaint relates.

(2) Any rights in this agreement are for your sole benefit and can't be shared or transferred in any way.

(3) **Notices:** Notices must be sent to the email and/or postal addresses provided in the Confirmation of Tutoring Services unless we write to with a change, or you email us to hello@love2learneducation.com. Notices are deemed to be received when sent by :-

(a) Email - on the Working Day any Monday To Friday from 9am to 5pm GMT but excluding any public holiday in England) on which they were sent, provided the sender has a valid successful delivery receipt.

(b) Post - using any tracked service - on the date that the relevant postal service obtains a record of receipt from or on behalf of the addressee.

(4) **Waiver:** Nothing in our Agreement will stop us from enforcing any of our rights in the future.

(5) **Invalidity:** Each section (clause) or any part at all of our Agreement is to be regarded as independent of the others. This means that if any clause or any part at all of our Agreement is found to be unenforceable or invalid, it will be treated as being cut out (severed) and will not affect the enforceability or validity of the rest of our Agreement.

(6) **Governing Law:** Our Agreement will be interpreted, construed and enforced in accordance with English law and will be subject to the exclusive power (jurisdiction) of the English Courts.